

A regular meeting of the City Council of the City of Newburgh was held on Monday, December 15, 2014 at 7:00 P.M. at the Newburgh Armory Unity Center, 321 South William Street, Newburgh, NY.

The Prayer was led by Rev. Naomi Fay followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee (arrived after roll call at 7:05 p.m.), Councilwoman Mejia – 7

COMMUNICATIONS

Councilwoman Abrams moved and Councilwoman Angelo seconded that the Minutes of the November 24, 2014 Council Meeting be approved.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Mejia, Mayor Kennedy – 6

CARRIED

PRESENTATIONS

Certificates of Achievement were presented to the Newburgh Free Academy Goldbacks Varsity Football Team, Head Coach Bill Bianco and Assistant Coaches for making it to the New York State Class AA Championship Game.

Certificates of Recognition were presented to the City of Newburgh Police Officers who were involved in the rescue of two children trapped in a snowbank.

Councilwoman Abrams moved and Councilman Brown seconded to suspend the order of business and move to the City Manager's Report.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

CARRIED

RESOLUTION NO.: 300 - 2014

OF

DECEMBER 15, 2014

**A RESOLUTION AUTHORIZING APPROVAL OF VARIOUS INSURANCE
POLICIES FOR THE PERIOD OF
JANUARY 1, 2015 TO DECEMBER 31, 2015**

WHEREAS, the City of Newburgh has solicited proposals for insurance coverage for the fiscal year 2015; and

WHEREAS, Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. have recommended a package of insurance coverage for property and liability insurance coverage for Fiscal Year 2015;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning January 1, 2015 through December 31, 2015 with the self-insured retention amounts and premium rates as set forth in the attached Insurance Quotation; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. to provide for insurance coverage and third-party claims administration services, respectively, for the period of January 1, 2015 to December 31, 2015.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7
ADOPTED**



Premium Summary

Coverages	2012	2013	2014	2015
Excess Liability	240,969	238,121	237,725	236,655
Property Package	57,928	69,182	80,661	83,065
Boiler & Machinery	Included	Included	5,618	5,354
TPA Services	67,421	57,377	60,948	65,559
Total	\$366,318	\$364,680	\$384,952	\$390,633

Gallagher is responsible for the placement of the following lines of coverage:

Excess Liability, Boiler & Machinery, Property, Auto PD and TPA

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Quote is valid until 01/01/15

Options:

Lower SIR of \$250,000 on Law Enforcement \$256,655

RESOLUTION NO. 301 - 2014

OF

DECEMBER 15, 2014

**A RESOLUTION AMENDING RESOLUTION NO. 25-2014 OF
FEBRUARY 10, 2014 TO ACCEPT AN ADDITIONAL GRANT AWARD
IN AN AMOUNT NOT TO EXCEED \$3,024.00 FROM THE COUNTY OF ORANGE
FOR THE CITY OF NEWBURGH'S PARTICIPATION IN THE
STOP-DWI CRACKDOWN ENFORCEMENT PROGRAM**

WHEREAS, by Resolution 25-2014 of February 10, 2014 the City Council authorized the Interim City Manager or the Chief of Police as Manager's designee to execute an Inter-Municipal Agreement with the County of Orange confirming the City's participation in the STOP-DWI Program for the enforcement period of January 30, 2014 through January 1, 2015 and provided the City of Newburgh with an award not to exceed \$2,959.00 covering 60 man-hours for the First Enforcement Period of 2014 (March 13, 2014 – May 31, 2014), and for a total award in an amount not to exceed \$5,544.00 for the STOP-DWI Crackdown Enforcement; and

WHEREAS, the City of Newburgh has been notified of an additional grant award not to exceed \$3,024.00 to support the following two (2) Crackdown Campaigns which include Thanksgiving (November 26, 2014 through November 30, 2014) and the Holiday Season National (December 12, 2014 through January 1, 2015); and

WHEREAS, this Council has determined that accepting of such additional funds is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to receive an additional grant award in an amount not to exceed \$3,024.00 from the County of Orange under the terms of the STOP-DWI Program and under the terms and conditions of the Inter-Municipal Agreement, for the provision of Special Police Overtime STOP-DWI Patrols for a total grant award of \$8,568.00; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

Councilwoman Abrams moved and Councilwoman Mejia seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

RESOLUTION NO.: 302 - 2014

OF

DECEMBER 15, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PROPOSAL AND AN AGREEMENT WITH
McLAREN ENGINEERING GROUP IN CONNECTION WITH STRUCTURAL
ENGINEERING SERVICES FOR CITY HALL AT A COST OF \$7,400.00**

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with McLaren Engineering Group in connection with a structural investigation, egress study and ADA compliance evaluation for City Hall; and

WHEREAS, the proposal includes investigation, reporting, and recommendations for remediation; and

WHEREAS, the cost for these services will be \$7,400.00, which shall be derived from A.1440.0455, Engineering Consultants Services; and

WHEREAS, the City Council has reviewed the annexed proposal, terms and conditions, and has determined that retaining such engineering services would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a proposal and an agreement, subject to terms and conditions as may be required by the City Engineer and Corporation Counsel, with McLaren Engineering Group in connection with structural engineering services for City Hall at a cost of \$7,400.00.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED



bridge, highway & rail engineering
entertainment engineering
subaqueous investigation
civil & site engineering
structural design
marine facilities
geotechnics
surveying
forensics

December 9, 2014

City of Newburgh
City Engineer
83 Broadway
Newburgh, New York 12550

Attn: Jason C. Morris, P.E.

Email: jmorris@cityofnewburgh-ny.gov

Re: Newburgh City Hall - 2014 Renovation
Newburgh, New York

PROPOSAL NO. 140898 (Rev. 01)

McLaren Engineering Group (MEG) is pleased to submit our proposal to provide structural engineering investigation services for Newburgh City Hall located at 83 Broadway in Newburgh, New York.

DESCRIPTION

The City of Newburgh is interested in retaining a Structural Consultant to conduct an investigation into the origin of a sagging second and third floors in City Hall. Additionally, code compliance regarding the existing means of egress and ADA compliance is to be investigated. We will prepare a report on the causes of the sagging floor and a code compliance report of the egress issues as well as options for remediating these deficiencies including budgetary construction cost estimates. From this report, the Town will direct MEG as to options to be developed in Phase 2 - Design Services. A proposal for Phase 2 scope and fee will be prepared under separate cover.

The City Hall Building is a four story masonry building approximately 85 feet by 52 feet with additions to the south and west sides.

PHASE 1 - Inspection and Report

1. Site visit to meet with City representatives to review existing documents, to discuss access into confined spaces (ceilings, etc.) and to map and measure code egress issues.

Offices: New York, Maryland, Florida, Connecticut, California

Licensed in:

Alabama • Arizona • Arkansas • California • Colorado • Connecticut • Delaware • District of Columbia • Florida • Georgia • Hawaii • Idaho • Illinois • Indiana • Kansas • Kentucky • Louisiana • Maine • Maryland • Massachusetts • Michigan • Minnesota • Mississippi • Missouri • Nebraska • Nevada • New Hampshire • New Jersey • New Mexico • New York • North Carolina • Ohio • Oklahoma • Oregon • Pennsylvania • Rhode Island • South Carolina • Tennessee • Texas • Trinidad & Tobago • Utah • USVI • Vermont • Virginia • Washington • West Virginia • Wisconsin • Wyoming

M. G. McLAREN, P.C.

100 Snake Hill Road
West Nyack, New York 10994

Phone (845) 353-6400

Fax (845) 353-6509

e-mail: mgmclaren@mgmclaren.com

On the web: www.mgmclaren.com

2. Additional site visit by staff Engineers to perform a more rigorous investigation of conditions, including accessing the ceilings and floors to understand the nature of the deficiencies.
3. Assessment of conditions as they affect structural capacity/serviceability and determine the egress capacity and code compliance issues.
4. Preparation of a report of our findings and recommendations with anticipated budgetary costs to remediate.

FEE FOR PHASE 1

\$ 7,400

PHASE 2 - Construction Documents

1. To be provided after Phase 1 is completed and the scope of services is better defined.

HOURLY RATES

Productive Principal	\$245/hr	Sr. CAD Operator	\$125/hr
Associate Principal	\$215/hr	CAD Operator	\$100/hr
Associate	\$185/hr	Jr. CAD Operator	\$ 75/hr
Associate Land Surveyor	\$155/hr	Chief of Field Operations	\$120/hr
Senior Engineer III/IV	\$165/hr	Diver	\$155/hr
Senior Engineer I/II	\$140/hr	Tender	\$130/hr
Technical Design Mgr.	\$155/hr	Sr. Technician	\$120/hr
Sr. Technical Designer	\$135/hr	Jr. Technician	\$ 80/hr
Staff Engineer II/III	\$120/hr	Principal Survey Technician	\$ 90/hr
Staff Engineer I	\$110/hr	Intern	\$ 58/hr
Junior Engineer	\$100/hr	Technical Typist	\$ 85/hr
Chief CAD Operator	\$135/hr		

EXCLUSIONS

Specifically excluded from this proposal and billable at the hourly rates defined above are the following:

1. Building probes will be performed by the City of Newburgh. Probe locations will be by MEG.



2. Corrective revisions due to errors in fabrication or placement of structural items by the Contractor or his subcontractors.
3. Substantial revisions due to scope of services.
4. Special inspection of construction.
5. Review and advice on the disposition of Contractor's change orders, created by the Owner, Architect or Contractor.
6. Written, description of changes to drawings (narratives), specifics, etc. when issuing drawing revisions.
7. MEG excludes all environmental testing, permitting and inspection, and asbestos remediation unless noted otherwise above.

REIMBURSABLE EXPENSES

The following expenses shall be reimbursed at 1.0 times our cost:

1. Reproduction, mailing and courier costs associated with the execution of this contract.
2. Travel costs for site visits.
3. Laboratory testing of soils, concrete cylinders, steel welds or other items requiring such testing.

INFORMATION REQUIRED

It shall be incumbent upon the Architect to provide us with the following:

1. Title and edition of Building Code in force, and identification of any amendments in effect.
2. Architectural plans, details, and specifications.
3. A compilation of structural design requirements if different than building code requirements.
4. Timely provision of drawings for all trades, including mechanical and electrical gravity loads, location of openings and chases.

This proposal is subject to the terms and conditions which follow and shall remain valid only until December 31, 2014 unless it is accepted as a contract. Hourly rates defined above are subject to annual revision January 1.

Should you find this proposal acceptable, kindly sign and return one copy to serve as our contract. Work shall commence upon receipt of signed contract.

Very truly yours,

The Office of
M. G. McLAREN, P.C.
d/b/a McLaren Engineering Group



Thomas W. Broderick, P.E., LEED AP
Division Chief Structures Division

TWB/bes

cc: RLW/DFB, WJM, MGM – Internal, Proposal File

ACCEPTED:

For City of Newburgh

Title

Date



M. G. McLAREN, P.C.

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** M.G. McLaren, P.C.d/b/a McLaren Engineering Group (MEG), through and by its officers, employees and subcontractors, (hereinafter MEG) is an independent consultant and agrees to provide Owner, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this agreement.
2. **PAYMENT TERMS.** Owner agrees to pay MEG's invoice upon receipt. If payment is not received within 30 days from the Owner's receipt of MEG's invoice, Owner agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if collected through an attorney. No deduction shall be made from MEG's invoice on account of liquidated damages unless expressly included in the Agreement. Owner receipt of invoice will be presumed three days after mailing by MEG first class, with adequate postage attached. Time is of the essence for this provision.
3. **TERMINATION.** Either party may terminate this Agreement without cause upon 30 days prior written notice. This Agreement will terminate automatically upon the insolvency of Owner. In the event Owner requests termination prior to completion of the proposed services, Owner agrees to pay MEG for all reasonable charges incurred to date and associated with termination of the work, plus a termination fee of 10% of the total fee under this agreement.

If the Project is suspended for more than thirty consecutive days, for reasons other than MEG's fault, MEG shall be compensated for services performed prior to such suspension. When the project is resumed, our compensation shall be equitably adjusted.

If Owner abandons the Project for more than ninety consecutive days, MEG may terminate this Agreement by giving written notice. MEG shall be compensated for all services performed prior to such abandonment, plus 10% of MEG total fee under this Agreement, together with reimbursables then due.

4. **STANDARD OF CARE.** MEG will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of MEG's profession practicing in the same or similar locality at the time of service. No other warranty, express or implied, is made or intended by MEG's proposal or by its oral or written reports.
5. **INSURANCE.** MEG will effect and maintain insurance to protect themselves from claims arising out of the performance of professional services under this Agreement and caused by any error, omission or negligent act for which we are legally liable. MEG will maintain this insurance in force, if available, after the completion of professional services under this Agreement until the expiration of any applicable statutes of limitation. In the event there is no such statute specifically applicable to design and construction of improvements to real property, this insurance, if available, shall be maintained in force for a period of six (6) years after the date of substantial completion of the Project as agreed to.

Unless otherwise agreed, MEG will effect and maintain insurance to protect ourselves from claims under workers' or workmen's compensation acts; from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; from claims for damages because of injury to or destruction of property including loss of use resulting therefrom; and from damage to or destruction of property including valuable papers and records coverage and including loss of use resulting therefrom.

The insurance required above shall be as provided below. MEG will file certificates of insurance for each type and amount upon request:

Professional Liability Insurance (Errors & Omissions), with a limit of \$2,000,000 for each claim and \$2,000,000 in the aggregate.

Comprehensive General Liability - \$1,000,000 per occurrence, \$2,000,000 Aggregate Bodily Injury and Property Damage; Blanket Contractual All Operations Completed Operations; \$1,000,000 Personal Injury A.B.C., plus \$5,000,000 Excess Liability Umbrella.

Worker's Compensation/Coverage A - Statutory/Coverage B - \$1,000,000

6. **SITE OPERATIONS.** Owner will arrange for right-of-entry with safe access to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services.

MEG will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in MEG's proposal, the Contract Sum does not include cost of restoration due to any related damage, unless such damage results directly from MEG's negligent actions. If Owner requests MEG to repair such damage, it will be done at an appropriate additional cost to be paid by Owner.

MEG shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the contractor (Work), nor shall MEG be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

7. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing MEG's services. If this occurs, MEG will promptly notify and consult with Owner, but will act based on MEG's sole judgment where risk to MEG's personnel is involved. Possible actions could include:

- a. Complete the original Scope of Services in accordance with the procedures originally intended in this Agreement, if practicable in MEG's judgment;
- b. Agree with Owner to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- c. Terminate the services effective on the date specified by MEG in writing.

8. **DOCUMENTS.** MEG will furnish Owner the agreed upon number of written reports and supporting documents. These instruments of service are furnished for Owner's exclusive internal use and reliance, use of Owner's counsel and for regulatory submittal in connection with the project provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:

- a. All documents including paper documents and electronic files generated by MEG under this Agreement shall remain the sole property of MEG. Any unauthorized use or distribution of MEG's work shall be at Owner's sole risk and without liability to MEG.
- b. If Owner desires to release, or for MEG to provide, our documents to a third party not described above for that party's reliance, MEG will agree to such release provided MEG receives written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement. Documents provided for disclosure of information only will not require separate agreement. Owner acknowledges and agrees to inform such third party that MEG's documents reflects conditions only at the time of the study and may not reflect conditions at a later time. Owner further acknowledges that such request creates potential conflict of interest for MEG and by this request Owner waives any such claim if MEG complies with the request.
- c. Owner agrees that all documents furnished to Owner or Owner's agents or designees, if not paid for will be returned upon demand and will not be used by Owner or any other entity for any purpose whatsoever. Owner further agrees that documents produced by MEG pursuant to this Agreement

will not be used for any project not expressly provided for in this Agreement without MEG's prior written approval.

- d. Owner shall furnish documents or information reasonably within Owner's control and deemed necessary by MEG for proper performance of our services. MEG may rely upon Owner-provided documents in performing the services required under this Agreement; however, MEG assumes no responsibility or liability for their accuracy. Owner-provided documents will remain the property of Owner, but MEG may retain one confidential file copy as needed to support our report.
9. **CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.
10. **OPINIONS OF COST.** If included in our scope of services, MEG will use its best efforts and experience on similar projects to provide realistic opinions of costs for remediation or construction as appropriate based on reasonably available data, MEG's designs or MEG's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation. Owner understands actual costs of such work depend on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond MEG's control.
11. **TESTIMONY.** Should MEG or any MEG employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and MEG is not a party in the dispute, then MEG shall be compensated by Owner for the associated reasonable expenses and labor for MEG's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides MEG such compensation, Owner will receive a credit or refund on any related double payments to MEG.
12. **CONFIDENTIALITY.** MEG will maintain as confidential any documents or information provided by Owner and will not release, distribute or publish same to any third party without prior permission from Owner, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Owner.
13. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Owner Purchase Orders, Work Orders, etc., and that such forms may be issued by Owner to MEG as a matter of convenience to the Parties without altering any of the terms or provisions hereof.
14. **SURVIVAL.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Owner and MEG shall survive the completion of the services and the termination of this Agreement.
15. **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
16. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior permission of the other.
17. **INTEGRATION.** This agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

18. LIMIT OF LIABILITY

- A. In the event Owner consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by MEG, the Owner recognizes that such changes and the results thereof are not the responsibility of MEG. Therefore, the Owner agrees to release MEG from any liability arising from the construction, use or result of such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the design Professional and all his employees, officers, and directors harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of MEG or its employees, officers or directors.
- B. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or MEG. MEG's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against MEG because of this Agreement or the performance or nonperformance of services hereunder. The Owner agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.
- C. The Owner agrees to limit MEG's liability and his or her consultants to the Owner and to all Construction Contractors and Subcontractors on the project, due to MEG's negligent acts, errors, or omissions, such that the total aggregate liability of MEG to all those named, including legal fees and costs, shall not exceed \$10,000.

The Owner shall make no claim for professional negligence, either directly or in a third party claim, against MEG unless the Owner has first provided MEG with a written certification executed by an independent design professional currently practicing in the same discipline as MEG and licensed in the State of this project. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to MEG not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

- D. The Owner shall promptly report to MEG any defects or suspected defects in MEG's work or services of which the Owner becomes aware, so that MEG may take measures to minimize the consequences of such a defect. Failure by the Owner, and the Contractors or Subcontractors to notify MEG, shall relieve MEG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- E. Payments to MEG shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Owner of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from MEG's compensation for any reason unless MEG has been found to be legally liable for such amounts.
- F. If, due to MEG's error, any required item or component of the project is omitted from MEG's construction documents, MEG shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will MEG be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

- G. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date MEG concluded rendering professional services, issuance of the Certificate of Completion or Certificate of Occupancy, whichever is sooner, unless MEG's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.
- H. It is intended by the parties to this Agreement that MEG's services in connection with the project shall not subject MEG's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against MEG, a New York corporation, and not against any of MEG's employees, officers or directors.
- I. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect, or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of implied warranty. Both the Owner and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- J. Because evaluation of the existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of a structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold MEG harmless from and against any and all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising or allegedly arising out of the professional services under this Agreement, except for the sole negligence or willful misconduct of MEG.

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bridge, highway & rail engineering
entertainment engineering
subaqueous investigation
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December 9, 2014

City of Newburgh
City Engineer
83 Broadway
Newburgh, New York 12550

Attn: Jason C. Morris, P.E.

Email: jmorris@cityofnewburgh-ny.gov

Re: Newburgh City Hall - 2014 Renovation
Newburgh, New York

PROPOSAL NO. 140898 (Rev. 01)

McLaren Engineering Group (MEG) is pleased to submit our proposal to provide structural engineering investigation services for Newburgh City Hall located at 83 Broadway in Newburgh, New York.

DESCRIPTION

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M. G. McLAREN, P.C.

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Phone (845) 353-6400

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Offices: New York, Maryland, Florida, Connecticut, California

Licensed in:

Alabama • Arizona • Arkansas • California • Colorado • Connecticut • Delaware • District of Columbia • Florida • Georgia • Hawaii • Idaho • Illinois • Indiana • Kansas • Kentucky • Louisiana • Maine • Maryland • Massachusetts • Michigan • Minnesota • Mississippi • Missouri • Nebraska • Nevada • New Hampshire • New Jersey • New Mexico • New York • North Carolina • Ohio • Oklahoma • Oregon • Pennsylvania • Rhode Island • South Carolina • Tennessee • Texas • Trinidad & Tobago • Utah • USVI • Vermont • Virginia • Washington • West Virginia • Wisconsin • Wyoming

2. Additional site visit by staff Engineers to perform a more rigorous investigation of conditions, including accessing the ceilings and floors to understand the nature of the deficiencies.
3. Assessment of conditions as they affect structural capacity/serviceability and determine the egress capacity and code compliance issues.
4. Preparation of a report of our findings and recommendations with anticipated budgetary costs to remediate.

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Senior Engineer I/II	\$140/hr	Tender	\$130/hr
Technical Design Mgr.	\$155/hr	Sr. Technician	\$120/hr
Sr. Technical Designer	\$135/hr	Jr. Technician	\$ 80/hr
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Staff Engineer I	\$110/hr	Intern	\$ 58/hr
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Specifically excluded from this proposal and billable at the hourly rates defined above are the following:

1. Building probes will be performed by the City of Newburgh. Probe locations will be by MEG.



2. Corrective revisions due to errors in fabrication or placement of structural items by the Contractor or his subcontractors.
3. Substantial revisions due to scope of services.
4. Special inspection of construction.
5. Review and advice on the disposition of Contractor's change orders, created by the Owner, Architect or Contractor.
6. Written, description of changes to drawings (narratives), specifics, etc. when issuing drawing revisions.
7. MEG excludes all environmental testing, permitting and inspection, and asbestos remediation unless noted otherwise above.

REIMBURSABLE EXPENSES

The following expenses shall be reimbursed at 1.0 times our cost:

1. Reproduction, mailing and courier costs associated with the execution of this contract.
2. Travel costs for site visits.
3. Laboratory testing of soils, concrete cylinders, steel welds or other items requiring such testing.

INFORMATION REQUIRED

It shall be incumbent upon the Architect to provide us with the following:

1. Title and edition of Building Code in force, and identification of any amendments in effect.
2. Architectural plans, details, and specifications.
3. A compilation of structural design requirements if different than building code requirements.
4. Timely provision of drawings for all trades, including mechanical and electrical gravity loads, location of openings and chases.

This proposal is subject to the terms and conditions which follow and shall remain valid only until December 31, 2014 unless it is accepted as a contract. Hourly rates defined above are subject to annual revision January 1.

Should you find this proposal acceptable, kindly sign and return one copy to serve as our contract. Work shall commence upon receipt of signed contract.

Very truly yours,

The Office of
M. G. McLAREN, P.C.
d/b/a McLaren Engineering Group



Thomas W. Broderick, P.E., LEED AP
Division Chief Structures Division

TWB/bes

cc: RLW/DFB, WJM, MGM – Internal, Proposal File

ACCEPTED:

For City of Newburgh

Title

Date



M. G. McLAREN, P.C.

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** M.G. McLaren, P.C.d/b/a McLaren Engineering Group (MEG), through and by its officers, employees and subcontractors, (hereinafter MEG) is an independent consultant and agrees to provide Owner, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this agreement.
2. **PAYMENT TERMS.** Owner agrees to pay MEG's invoice upon receipt. If payment is not received within 30 days from the Owner's receipt of MEG's invoice, Owner agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if collected through an attorney. No deduction shall be made from MEG's invoice on account of liquidated damages unless expressly included in the Agreement. Owner receipt of invoice will be presumed three days after mailing by MEG first class, with adequate postage attached. Time is of the essence for this provision.
3. **TERMINATION.** Either party may terminate this Agreement without cause upon 30 days prior written notice. This Agreement will terminate automatically upon the insolvency of Owner. In the event Owner requests termination prior to completion of the proposed services, Owner agrees to pay MEG for all reasonable charges incurred to date and associated with termination of the work, plus a termination fee of 10% of the total fee under this agreement.

If the Project is suspended for more than thirty consecutive days, for reasons other than MEG's fault, MEG shall be compensated for services performed prior to such suspension. When the project is resumed, our compensation shall be equitably adjusted.

If Owner abandons the Project for more than ninety consecutive days, MEG may terminate this Agreement by giving written notice. MEG shall be compensated for all services performed prior to such abandonment, plus 10% of MEG total fee under this Agreement, together with reimbursables then due.
4. **STANDARD OF CARE.** MEG will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of MEG's profession practicing in the same or similar locality at the time of service. No other warranty, express or implied, is made or intended by MEG's proposal or by its oral or written reports.
5. **INSURANCE.** MEG will effect and maintain insurance to protect themselves from claims arising out of the performance of professional services under this Agreement and caused by any error, omission or negligent act for which we are legally liable. MEG will maintain this insurance in force, if available, after the completion of professional services under this Agreement until the expiration of any applicable statutes of limitation. In the event there is no such statute specifically applicable to design and construction of improvements to real property, this insurance, if available, shall be maintained in force for a period of six (6) years after the date of substantial completion of the Project as agreed to.

Unless otherwise agreed, MEG will effect and maintain insurance to protect ourselves from claims under workers' or workmen's compensation acts; from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; from claims for damages because of injury to or destruction of property including loss of use resulting therefrom; and from damage to or destruction of property including valuable papers and records coverage and including loss of use resulting therefrom.

The insurance required above shall be as provided below. MEG will file certificates of insurance for each type and amount upon request:

Professional Liability Insurance (Errors & Omissions), with a limit of \$2,000,000 for each claim and \$2,000,000 in the aggregate.

Comprehensive General Liability - \$1,000,000 per occurrence, \$2,000,000 Aggregate Bodily Injury and Property Damage; Blanket Contractual All Operations Completed Operations; \$1,000,000 Personal Injury A.B.C., plus \$5,000,000 Excess Liability Umbrella.

Worker's Compensation/Coverage A - Statutory/Coverage B - \$1,000,000

6. **SITE OPERATIONS.** Owner will arrange for right-of-entry with safe access to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services.

MEG will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in MEG's proposal, the Contract Sum does not include cost of restoration due to any related damage, unless such damage results directly from MEG's negligent actions. If Owner requests MEG to repair such damage, it will be done at an appropriate additional cost to be paid by Owner.

MEG shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the contractor (Work), nor shall MEG be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

7. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing MEG's services. If this occurs, MEG will promptly notify and consult with Owner, but will act based on MEG's sole judgment where risk to MEG's personnel is involved. Possible actions could include:

- a. Complete the original Scope of Services in accordance with the procedures originally intended in this Agreement, if practicable in MEG's judgment;
- b. Agree with Owner to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- c. Terminate the services effective on the date specified by MEG in writing.

8. **DOCUMENTS.** MEG will furnish Owner the agreed upon number of written reports and supporting documents. These instruments of service are furnished for Owner's exclusive internal use and reliance, use of Owner's counsel and for regulatory submittal in connection with the project provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:

- a. All documents including paper documents and electronic files generated by MEG under this Agreement shall remain the sole property of MEG. Any unauthorized use or distribution of MEG's work shall be at Owner's sole risk and without liability to MEG.
- b. If Owner desires to release, or for MEG to provide, our documents to a third party not described above for that party's reliance, MEG will agree to such release provided MEG receives written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement. Documents provided for disclosure of information only will not require separate agreement. Owner acknowledges and agrees to inform such third party that MEG's documents reflects conditions only at the time of the study and may not reflect conditions at a later time. Owner further acknowledges that such request creates potential conflict of interest for MEG and by this request Owner waives any such claim if MEG complies with the request.
- c. Owner agrees that all documents furnished to Owner or Owner's agents or designees, if not paid for will be returned upon demand and will not be used by Owner or any other entity for any purpose whatsoever. Owner further agrees that documents produced by MEG pursuant to this Agreement

will not be used for any project not expressly provided for in this Agreement without MEG's prior written approval.

- d. Owner shall furnish documents or information reasonably within Owner's control and deemed necessary by MEG for proper performance of our services. MEG may rely upon Owner-provided documents in performing the services required under this Agreement; however, MEG assumes no responsibility or liability for their accuracy. Owner-provided documents will remain the property of Owner, but MEG may retain one confidential file copy as needed to support our report.
9. **CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.
10. **OPINIONS OF COST.** If included in our scope of services, MEG will use its best efforts and experience on similar projects to provide realistic opinions of costs for remediation or construction as appropriate based on reasonably available data, MEG's designs or MEG's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation. Owner understands actual costs of such work depend on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond MEG's control.
11. **TESTIMONY.** Should MEG or any MEG employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and MEG is not a party in the dispute, then MEG shall be compensated by Owner for the associated reasonable expenses and labor for MEG's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides MEG such compensation, Owner will receive a credit or refund on any related double payments to MEG.
12. **CONFIDENTIALITY.** MEG will maintain as confidential any documents or information provided by Owner and will not release, distribute or publish same to any third party without prior permission from Owner, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Owner.
13. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Owner Purchase Orders, Work Orders, etc., and that such forms may be issued by Owner to MEG as a matter of convenience to the Parties without altering any of the terms or provisions hereof.
14. **SURVIVAL.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Owner and MEG shall survive the completion of the services and the termination of this Agreement.
15. **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
16. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior permission of the other.
17. **INTEGRATION.** This agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

18. LIMIT OF LIABILITY

- A. In the event Owner consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by MEG, the Owner recognizes that such changes and the results thereof are not the responsibility of MEG. Therefore, the Owner agrees to release MEG from any liability arising from the construction, use or result of such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the design Professional and all his employees, officers, and directors harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of MEG or its employees, officers or directors.
- B. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or MEG. MEG's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against MEG because of this Agreement or the performance or nonperformance of services hereunder. The Owner agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.
- C. The Owner agrees to limit MEG's liability and his or her consultants to the Owner and to all Construction Contractors and Subcontractors on the project, due to MEG's negligent acts, errors, or omissions, such that the total aggregate liability of MEG to all those named, including legal fees and costs, shall not exceed \$10,000.

The Owner shall make no claim for professional negligence, either directly or in a third party claim, against MEG unless the Owner has first provided MEG with a written certification executed by an independent design professional currently practicing in the same discipline as MEG and licensed in the State of this project. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to MEG not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

- D. The Owner shall promptly report to MEG any defects or suspected defects in MEG's work or services of which the Owner becomes aware, so that MEG may take measures to minimize the consequences of such a defect. Failure by the Owner, and the Contractors or Subcontractors to notify MEG, shall relieve MEG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- E. Payments to MEG shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Owner of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from MEG's compensation for any reason unless MEG has been found to be legally liable for such amounts.
- F. If, due to MEG's error, any required item or component of the project is omitted from MEG's construction documents, MEG shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will MEG be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

- G. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date MEG concluded rendering professional services, issuance of the Certificate of Completion or Certificate of Occupancy, whichever is sooner, unless MEG's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.
- H. It is intended by the parties to this Agreement that MEG's services in connection with the project shall not subject MEG's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against MEG, a New York corporation, and not against any of MEG's employees, officers or directors.
- I. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect, or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of implied warranty. Both the Owner and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- J. Because evaluation of the existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of a structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold MEG harmless from and against any and all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising or allegedly arising out of the professional services under this Agreement, except for the sole negligence or willful misconduct of MEG.

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RESOLUTION NO.: 303 - 2014

OF

DECEMBER 15, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH ACCESS GEOGRAPHIC, INC. TO PERFORM WORK
TO UPGRADE THE ORTHORECTIFIED DIGITAL AERIAL IMAGERY
FOR A COST OF \$12,820.00 AND AMENDING RESOLUTION NO: 247 - 2013,
THE 2014 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER
\$12,820.00 FROM CONSERVATION ADVISORY COUNCIL OTHER SERVICES TO
GIS AND ENGINEERING SOFTWARE MAINTENANCE**

WHEREAS, on February 4, 2008, the City of Newburgh executed an agreement with the Office of Cyber Security and Critical Infrastructure Coordination for upgraded Geographic Information Systems Digital Orthoimagery Data; and

WHEREAS, the City of Newburgh GIS and Engineering Department have requested to enter into an agreement with Access Geographic, Inc. to perform work to upgrade the orthorectified digital aerial imagery to a higher resolution and upgrade the date of the imagery from 2007 to 2014; and

WHEREAS, the cost for such imagery is Twelve Thousand Eight Hundred Twenty (\$12,820.00) Dollars and shall be derived from budget line A.1440.0448; and

WHEREAS, this Council has determined that entering into the annexed agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the annexed agreement with Access Geographic, Inc. to perform work to upgrade the orthorectified digital aerial imagery for a cost of \$12,820.00; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, that Resolution No: 247-2013, the 2014 Budget of the City of Newburgh, is hereby amended as follows for the upgrade of the orthorectified digital aerial imagery:

	<u>Decrease</u>	<u>Increase</u>
A.1440.0448		
GIS and Engineering Software Maintenance		\$12,820.00
A.7129.0448.0001.0000		
Conservation Advisory Council – Other Services	\$12,820.00	
<u>Total</u>	\$12,820.00	\$12,820.00

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7
ADOPTED**

RESOLUTION NO. 304 - 2014

OF

DECEMBER 15, 2014

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
SUPPORTING THE APPLICATION OF ORANGE COUNTY FOR AN
ENVIRONMENTAL PROTECTION AGENCY BROWNFIELD ASSESSMENT GRANT
TO FUND A PHASE II ASSESSMENT OF THE PROPERTY KNOWN AS THE
DIAMOND CANDLE FACTORY SITE LOCATED IN THE TOWN OF NEW WINDSOR**

WHEREAS, the United States Environmental Protection Agency's ("EPA") Brownfields Program is designed to empower states, communities and other stakeholders to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse brownfields sites; and

WHEREAS, the EPA provides technical and financial assistance for brownfields activities through an approach based on four main goals, which include protecting human health and the environment, sustaining reuse, promoting partnerships, and strengthening the marketplace; and

WHEREAS, state and local governments are eligible to apply for EPA Brownfields Assessment Grants to provide funding through a revolving loan fund that provides loans and sub-grants to carry out cleanup investigations and activities at brownfields sites; and

WHEREAS, the County of Orange has advised of its desire to make an application for EPA grant funding with hopes that the grant could fully fund their proposal to prepare a Phase II Environmental Assessment of the property known as the Diamond Candle Factory, located in the Town of New Windsor, at an approximate cost of \$26,000.00; and

WHEREAS, the County of Orange has requested that the City Council of the City of Newburgh, New York express its support of such application and its commitment to assisting with the implementation of their Community Involvement Plan by providing space for public meetings and posting notices in City Hall for the purposes of public outreach; and

WHEREAS, the City of Newburgh seeks to construct a pedestrian nature trail along the northern bank of the Quassaick Creek at some point in the future, and the County's Diamond Candle Factory site is essential to providing future public access and parking for this future trail; and

WHEREAS, this Council has determined that such support and commitment is in the best interests of the City of Newburgh, Town of New Windsor, County of Orange for the future development to provide public access to the Quassaick Creek corridor and future Quassaick Creek trail;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York, hereby supports the application of Orange County for an Environmental Protection Agency Brownfield Assessment Grant to fund a Phase II assessment of the property known as the Diamond Candle Factory Site located in the Town of New Windsor; and

BE IT FURTHER RESOLVED, that this Council further expresses its commitment to assisting with the implementation of the County's Community Involvement Plan by providing space for public meetings and posting notices in City Hall.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

***Phase I Environmental Site
Assessment***

**TCC Parcel 34 Site
(Diamond Candle Factory Property)
City of Newburgh and
Town of New Windsor,
Orange County, New York**

April 2002

Prepared for:

**Mid Hudson Patterns For Progress
Desmond Campus
6 Albany Post Road
Newburgh, New York 12550**

***Phase I Environmental Site
Assessment***

**TCC Parcel 34 Site
(Diamond Candle Factory Property)
City of Newburgh and
Town of New Windsor,
Orange County, New York**

April 2002



Prepared by:

Capital District Office:
20 Gurley Avenue
Troy, NY 12182

The Chazen Companies
Poughkeepsie Office:
229B Page Park, Manchester Road
Poughkeepsie, NY 12603

Newburgh Office:
263 Route 17K
Newburgh, NY 12550

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REFERENCES

- List of People and Agencies Contacted
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- Figure 1: Site Location Map
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- APPENDIX A: Site Visit Photographs
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1.0 EXECUTIVE SUMMARY

The Chazen Companies have completed a Phase I Environmental Site Assessment of the Former Diamond Candle property, located north of John Street in the Town of New Windsor and north of the Quassaick Creek in the City of Newburgh, Orange County, New York. For the purposes of this report, the subject site is known as the TCC-34 parcel.

The subject properties contain approximately 8.28 acres of wooded land that is bisected by the Quassaick Creek. The subject property is currently vacant, however, the ruins of at least one building remain. There was substantial evidence of other demolished or abandoned structures including a chimney, foundations, drains and others remain on the subject parcel.

Based on the investigation performed, The Chazen Companies has identified recognized environmental conditions (as defined in ASTM E 1527-00) associated with the subject site property. The recognized environmental conditions are identified as follows:

- The historical use of the subject property by paper and woolen mills included the use of dyes and other chemicals as part of operations. These industrial users of the subject property date back to the 18th and 19th centuries. The chemicals, processes and business practices used by the historic industries have the potential to have impacted subsurface soil and groundwater quality. No direct evidence of discharges were observed but given the age and history of the facility, this is not unexpected.
- Coal ash and slag was identified at many locations around the subject property. The southern bank of the Quassaick Creek west of the Route 9W Bridge appears to be made up of a significant quantity of this material. This area rises approximately 50 feet from the Creek bed. The presence of ash and slag in these areas could result in elevated concentrations of organic compounds and heavy metals in the soil and or groundwater.
- Numerous pipes were observed that appear to be connected to the former factory locations. The pipes apparently discharged directly into the Quassaick Creek. There may have been numerous waste and or wastewater discharges when the facilities were operating. Impacts to the surface water and sediments of the Creek may have resulted from these discharges, particularly in areas of slack water and upstream of the dam locations.

- A number of piles of junk and miscellaneous debris litter the property. In the vicinity of the ruins and old foundations, there are piles of construction and demolition debris and, in areas accessible by the public, there has been a lot of convenience dumping. Discarded materials observed included tires, rims, refrigerators, wood, rusted drums, an automobile, scrap metal, old machinery, and construction. Inappropriate disposal of the aforementioned items could have had an impact to soil and or groundwater quality.

The following issues are not defined in ASTM E 1527-00 as recognized environmental conditions, but were identified during the course of this investigation as potential environmental concerns.

- There are ruins of the old buildings and foundations on the subject property. Many of these areas include subterranean openings and basements. The poor condition of the structures has resulted in hazardous safety situations at many locations on the subject property.
- Because of the age of the site structures it is possible that building materials could contain asbestos.
- Because of the age of the site structures it is possible that some of the painted surfaces may contain lead-based paint.

2.0 INTRODUCTION

In the Spring of 1998, businesses, governments, environmental and civic organizations came together to form the Mid-Hudson Land Revitalization Partnership (MHLRP). The mission of the MHLRP is to "contribute to the ongoing renaissance of the cities of the Mid-Hudson region by returning to productive use the abandoned or underutilized industrial or commercial properties with actual or perceived contamination". In October of 1998, Ulster County, on behalf of the MHLRP, was awarded a grant from the U.S. Environmental Protection Agency (EPA) to study the redevelopment potential of properties in several cities belonging to the MHLRP. The MHLRP identified key properties or groups of properties in the Cities of Middletown, Newburgh, Poughkeepsie and Kingston that were candidates for environmental assessment based on redevelopment potential.

Mid-Hudson Pattern for Progress is a regional not for profit planning, research and public policy organization and has been instrumental in implementing the vision of the MHLRP. Pattern for Progress is the grant administrator for this project and in that capacity retained The Chazen Companies (TCC) to conduct Phase I Environmental Site Assessments (ESA's) at 83 properties identified by the MHLRP as having tremendous redevelopment potential. Pattern for Progress has provided oversight and assistance towards accomplishing the goals of the project. The mission of the MHLRP is to return to productive use, abandoned or underutilized commercial or industrial properties in the cities of the Mid-Hudson Valley that are perceived to be, or actually are, impacted by the historic use of the facility or surrounding properties.

The specific goal of the Phase I Environmental Site Assessment project was to evaluate the parcels individually and/or collectively for environmental liability. The purpose of the site assessment is to reasonably identify potential or known sources of hazardous waste, hazardous substances, and petroleum or chemical contamination, which may significantly impact the environmental quality of the site.

The site assessment included a site visit/observation, a review of existing documents and environmental lists, and background research on the previous uses and practices at the subject site as reported and documented by site contacts and Local, State, and County officials known to be responsible for regulating and enforcing site area environmental conditions. This site assessment has been performed in conformance with the scope and limitations as outlined in ASTM E 1527-00, Standard practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

This report presents the findings of a Phase I Environmental Site Assessment conducted at the Parcel TCC-34 Site (former Diamond Candle property), located in the City of Newburgh, Orange County, New York.

3.0 SITE DESCRIPTION

3.1 Site Location

The former Diamond Candle Factory property, as it is commonly known, (TCC-34) is located north of John Street in the Town of New Windsor and north of the Quassaick Creek in the City of Newburgh, Orange County, New York, as indicated in Figure 1. The subject property is vacant and access to the subject parcel is limited. The subject property is described in the City of Newburgh tax records as Section 43, Block 1, Lots 28 and 29.2, Section 47, Block 2, Lot 10.2, and in the Town of New Windsor tax record as Section 9, Block 1, Lot 68.2.

Tax Parcel Number (SBL)	Address	Acreage
47-2-10.2	Newburgh	1.7
43-1-28	Newburgh	0.63
43-1-29.2	Newburgh	0.85
9-1-68.2	New Windsor	5.1

3.2 Property/Business Owner

The parcels on the north side of the Quassaick Creek that make up the portion of the subject property located within the City of Newburgh are owned by the City of Newburgh. The parcel located on the south side of the Creek in the Town of New Windsor is owned by Orange County.

3.3 Current Site Uses

The subject property is currently vacant, although it is apparent that people use the area for loitering. Evidence that children play in and around the Quassaick Creek was also observed. Dense vegetation and rubble (concrete, bricks, pipes, ect.) are located throughout the site. Photographs of the subject property are included in Appendix A.

3.4 Total Site Area and Topographic Description

The subject property is an 8.28-acre land parcel located on both sides of the Quassaick Creek. According to the United States Geological Survey Topographic Map Quadrangle for Cornwall, New York, the elevation of the streambed of the Quassaick Creek ranges from 20 feet above mean sea level (msl) at the eastern edge and 80 feet msl at the western end. Land surface elevations on either side of the creek rise to approximately 60 to 80 feet msl at the eastern edge of the property to 100 to 120 feet msl at the west end of the property.

3.5 Site Geology

Bedrock in the area has been mapped as Paleozoic aged rocks of the Trenton Group and Metamorphic equivalents consisting of undifferentiated carbonate rocks adjacent to a tectonic thrust fault located to the west of the subject property. The Orange County Soil Conservation Survey (OCSCS) lists three soil series as being present on the subject property. These soils are described as Mardin gravelly silt loam (MdB), Mardin gravelly silt loam (MdD), and Hoosic gravelly sandy loam (HoB).

MdB soils are described as deep, moderately well drained, gently sloping soil formed in glacial till deposits derived from sandstone, shale, and slate. Buildings, streets, and other impervious structures predominantly cover the Mardin soils at the subject site and in the surrounding area. MdD soils are described as deep, moderately well drained, moderately steep sloping soil formed in glacial till deposits derived from sandstone, shale, and slate. The soil is poorly suited to most urban uses because of slope, seasonal wetness, and slow permeability. HoB soils are described as deep, somewhat excessively drained, sloping soil formed in glacial outwash deposits that have a high content of sand and gravel. Pollution of the water table by septic effluent is a hazard because of the very rapidly permeable soil conditions.

3.6 Roadways or Driveways on or Adjoining the Site

Bridges carry Mill Street and State Route 9W over the subject property. There are no functioning roads that provide direct access to the property, however, there is one driveway that enables access to the parcel from the Town of New Windsor from John Street. This driveway is apparently a paved entrance to the former Diamond Candle facility. The driveway is overgrown and apparently has not been accessed in years. The driveway is also on an easement through an adjacent property. There is another abandoned drive that runs west from the Candle Factory driveway. This former roadway extends to the west end of the property along the southern portion of the subject site.

3.7 Site Building(s) and Structure(s)

Evidence of a number of former structures (ie: foundations, brick, blocks, iron pipe) was observed on the subject property. Most of the remains of the structures are on the south side of the Quassaick Creek, although a few of the ruins are located north of the Creek.

There is an abandoned structure located on the south side of the Creek just east of the Route 9W overpass on the western portion of the subject site. This building is a wooden structure observed to be in extremely poor condition with a collapsing roof. Within the building are a number of pressure tanks. The use of the building or the pressure tanks is not known and could not be determined from the evidence on hand.

A second structure located east of the south end of the Mill Street Bridge was identified. This structure consists of the remains of a foundation and retaining wall. Within the foundation were 2 tanks whose use was not readily apparent. Immediately under the Mill Street Bridge overpass is a large cooling tower that may have been related to this structure or the former Diamond Candle Factory operations. Also under the Bridge is a garage building in which a number of empty drums in poor condition were found.

The remains of two structures located south of the Creek and east of the Mill Street Bridge was also identified. These structures consist of a chimney and the remains of what was the Diamond Candle Factory. Concrete debris, bricks, a variety of iron piping, and subsurface structures are located throughout the area of the former Candle Factory.

At the eastern end of the property is the foundation of a small building on the north side of the Creek. Within this old foundation were bricks and at least several inches of ash.

Other structures on the property included a small brick arched bridge in poor condition and a dam across the Quassaick Creek at the eastern end of the property. A small concrete building just east of the dam on the south side of the creek appears to be related to a water delivery conduit to a location downstream of the subject property. Many portions of the Creek are lined with retaining walls constructed of stone, boulders, or concrete. The remnants of 2 additional dams on the property are located in the Creek between the Mill Street and Route 9W Bridges and east of the Mill Street Bridge.

3.7.1 Heating/Cooling Systems

There are no active cooling or heating systems located on the subject property. A large cooling unit was identified west of the former Candle Factory under the Route 9W overpass on the south side of the Quassaick Creek.

3.8 Rights-of-Way and/or Easements (On-site and Adjacent)

Two easements are known to exist on the subject property. A 20-foot wide drainage easement is located across the northeast portion of the property to the Quassaick Creek. There is a 100-foot wide easement across the property for the Route 9W Bridge.

The southern portion of the abandoned driveway to the Diamond Candle Factory facility from John Street is an easement for ingress and egress to the subject site that crosses the adjacent property. The adjacent property to the south is currently occupied by Torr Industries.

3.9 Surrounding Land Uses

The surrounding land uses, as identified during the site visit, are described for the site property lots as follows:

- North – A vacant wooded parcel of land is located north of the eastern portion of the subject property. Abandoned railroad tracks owned by the CSX Corporation are located to the north of the subject property west of Mill Street.
- South – American Felt and Filter is located to the south of the east end of the subject property. Torr Industries and residential properties are located to the south of the remainder of the subject property.
- West – The Federal Block Corporation and the Cornwall Paper Mill ruins/property are located to the west of the property.
- East – American Felt and Filter and the abandoned rail property owned by the CSX Corporation are located to the east of the subject property.

4.0 SITE AND SURROUNDING AREA HISTORIC REVIEW

4.1 Historic Land Use

4.1.1 Subject Property

The subject parcel has a long history of industrial activity that dates back to the late 1700's and early 1800's. Historically, the Quassaick Creek corridor was the site of numerous industrial facilities located along the Creek to take advantage of the water for power and use in manufacturing. The industries on the subject property predominantly included paper mills, woolen mills, and a candle factory. With the exception of the numerous foundations and ruins observed on the property, none of these industrial facilities remain.

4.1.2 Adjoining Properties

Properties surrounding the subject parcel historically were also occupied paper and woolen mill operations. The properties to the south in New Windsor have been a mix of industrial, commercial, and residential uses. American Felt and Filter has been located to the southeast of the subject property. Railroad tracks have been located on the adjacent property to the north since the 1800's.

4.2 Title Search Information

According to the Orange County Real Property Tax Office, the City of Newburgh has owned 2 of the parcels that make up the subject property (Section 47, Block 2, Lot 10.2 and Section 43, Block 1, Lot 29.2) since 1997. Prior to this, the Twin Bridge Group, Inc. had purchased the properties in 1994. Candle Properties, Inc., formerly Diamond Candle Co. Inc., had owned the properties since 1987. Prior to Diamond Candle, Salvatore Schismo had owned the property since 1956. Newburgh Bleachery owned the property between 1914 and 1956.

The County Tax Office records indicate that the City of Newburgh has owned Section 43, Block 1, Lot 28 since 1995. Prior to Newburgh, P&T Realty had purchased the property in 1993 from Hilmar Kusmierz, who had purchased it 1991 from H.C. Boiler Works. H.C. Boiler Works had purchased the parcel in 1987 from Cornwall Paper Mills. Cornwall Paper Mills purchased the property in 1974 from San Giacomo Paper Co. who had purchased the property in 1971 from Ross Paper Machinery. Prior to Ross Paper, National Gypsum Co. had owned the property since 1941.

The remaining portion of the subject property, Section 9, Block 1, Lot 68.2 located in the Town of New Windsor is documented in the Orange County Real Property Tax Office as being owned by Orange County since 1998. The parcel was purchased from Twin Bridge Group, Inc. who had purchased it in 1994. Candle Properties, Inc., (Diamond Candle) had owned the properties since 1987. Prior to Diamond Candle, Salvatore Schismo had owned the property since 1956. Newburgh Bleachery owned the property between 1914 and 1956.

4.3 Sanborn Fire Insurance Map Review

Environmental Data Resources Inc provided Sanborn Fire Insurance Maps, providing coverage of the subject site for the years 1884, 1890, 1913, 1957, and 1965. Copies of the Sanborn Maps are attached to Appendix B.

The 1884 Sanborn Map indicates that there were two woolen mills on the New Windsor parcel east of the Mill Street Bridge. The mills, Windsor Woolen Mill (at the location of the Diamond Candle Factory) and Valley Woolen Mill, each included a large main building and several smaller satellite buildings. Several buildings are identified as being used for dying. The map shows a dam that is no longer present and the small bridge that was observed during the site inspection crossing the Quassaick Creek. This dam provided water to the Valley Woolen Mill. The 1884 Sanborn map indicates that water from the Creek was diverted to both of the Mill's main buildings. Three buildings are also shown to be present in the vicinity of the bridge on the north side of the Creek. One of the buildings is identified as storage. The use of the others could not be determined. There are no indications of ASTs or USTs located on the property.

The 1890 Sanborn Map indicates that the Windsor Woolen Mill had burned down in December 1889. According to the Map, the building was expected to be rebuilt. Several of the surrounding buildings located to the ruins of the Windsor Woolen Mills are shown to be vacant. The former Valley Woolen Mill, which was located to the east of the Windsor mill is identified as Saxony Woolen Mills in 1890 Sanborn Map. Five structures on the south side and one structure on the north side of the Creek are identified as dwellings.

The 1913 map indicates that the Saxony Woolen Mill is no longer there and it is shown as ruins. The dam that had supplied the Saxony Woolen Mill with water had also been removed by 1913. However, the 1913 map indicates that a mill labeled as the Hudson River Woolen Mills occupied the location previously occupied by the Windsor Woolen Mill facility. The map indicates that a coal-burning furnace heated the building. Hudson River Woolen Mills is shown to have 6 additional structures west of the Mill Street Bridge that are mostly identified as warehouse space. A dam supplying water to the Hudson River Woolen Mill is shown in the vicinity of

these structures. The dwellings on the south side of the Quassaick Creek identified shown in 1890 are no longer present. While the dwelling on the north side of the Creek was still present, the storage building is shown to be in ruins. New to the site is the Holden Paper Company Paper Mill is shown on the adjacent property to the west.

The 1957 Sanborn Map identifies the former Hudson River Woolen Mills facility as being occupied by the Diamond Candle Company. Changes to the factory indicate additions had been constructed since 1913. The map identifies a machine shop and boiler room within the facility. The map indicates that the boiler burned coal. The Route 9W bridge is present on the 1957 Sanborn and the buildings are also identified as part of Diamond Candle. The Holden Paper Company mill to the west is now identified as the National Gypsum Company Paper Mill. The dwelling on the property shown in the 1913 map on the north side of the Creek is no longer shown on the map.

With the exception of the removal of the dam between the Mill Street and Route 9W Bridges, the 1965 Sanborn Map shows no changes to the subject parcel or adjacent properties. None of the buildings identified in any of the Sanborn Maps remains today other than remnants.

4.4 Area Photograph Review

Aerial photographs of the subject site for the years 1964 and 1990 were reviewed at the Orange County Planning Department in Goshen, New York.

The 1964 aerial photograph depicts the property with a building that appears to be the Diamond Candle Company structure depicted on the 1965 Sanborn Map. This Diamond Candle building is not present in the 1990 aerial photograph. The remainder of the property appears vacant in both of the photographs.

4.5 Information From Current or Former Property Owner(s)

No information has been provided from the current and former property owners.

4.6 Information From Other Sources

Information on the historic industrial use of the property presented in Section 4.1 was obtained from the map of "Quassaick Creek Historic Industries" (Orange County Water Authority) provided by the Newburgh City Engineers Office. No other information has been provided from other sources.

4.7 Previous Environmental Investigations

No previous environmental investigations were identified.

5.0 REGULATORY AGENCY RECORDS REVIEW

5.1 Environmental ASTM Database Review (Federal/State)

ASTM standard and referenced databases were searched for the subject site and the subject site area, according to the ASTM E 1527-00 recommended distances for each database. Database search information was provided to The Chazen Companies by Environmental Data Resources, Inc. (EDR). A copy of the EDR report is provided in Appendix B. The Federal and State databases searched and the search radius for each database are presented in the table below:

Database	Radius Search (miles)
National Priorities List (NPL) Hazardous Waste Sites	1.0
Proposed NPL Sites	1.0
CERCLIS Hazardous Waste Site	0.5
CERCLIS No Further Remedial Action Planned (CERC-NFRAP)	0.25
RCRA Corrective Action Treatment, Storage And Disposal Facilities List (Corraacts TSD)	1.0
RCRA Non-Corrective Action Treatment, Storage And Disposal Facilities List (Non-Corraacts TSD)	0.5
RCRIS Hazardous Waste Generator List	Site and adjoining properties
Emergency Response And Notification System List (ERNS)	Site
NYSDEC Inactive Hazardous Waste Site List	1.0
NYSDEC Spills List, including Leaking Underground Storage Tank (LUST) incidents	0.5
NYSDEC Registered Underground Storage Tank (UST) Listing	Site and adjoining properties
NYSDEC Solid Waste Disposal Facilities List	0.5

Databases and search distances per ASTM E 1527-00 Standard Practice for Environmental Site Assessments

5.1.1 Listed Hazardous Waste Sites

The subject site was not identified (listed) as a NPL, Proposed NPL, CERCLIS CERC-NFRAP, or New York State Department of Environmental Conservation (NYSDEC) Hazardous Waste site. No NPL, Proposed NPL, or NYSDEC Inactive Hazardous Waste sites were identified within 1-mile of the subject site. No CERC-NFRAP sites were identified within a 0.25-mile radius of the subject site.

The Provan Transport Corporation is identified as a CERCLIS Hazardous Waste site located within a 0.5-mile radius of the subject site. The site is identified as a hazardous waste transporter

American Felt and Filter is identified on the NYSDEC Inactive Hazardous Waste database as a State Hazardous Waste Site (SHWS). This property is within 1-mile of the subject property. The database indicates that the soil, groundwater, and the Quassaick Creek are contaminated with 1,1,1-trichloroethane from the American Felt and Filter site. American Felt and Filter has entered into a consent order with NYSDEC to remediate the site. While the American Felt and Filter facility is on the adjacent property to the east, it is likely to be downgradient of the subject property and not likely to have a direct impact on it.

5.1.2 ERNS Listing Report

The subject site was not identified on the Emergency Response Notification System (ERNS) listing report. The ERNS listing is a federal database of EPA emergency response actions.

5.1.3 Petroleum and Chemical Spill Information

The NYSDEC Spills database was reviewed to determine if spill incidents have occurred on the site property, on adjoining sites or within 0.5-mile of the subject site. The subject site was not identified on the NYSDEC Spills database. None of the adjoining properties were identified on the NSYDEC Spills database.

Based on a review of the environmental spills database, 25 NYSDEC documented spill incidents were listed as having occurred within a 0.5-mile radius of the subject site. Three of these spill incidents were identified as having occurred within approximately 0.10-miles from the subject site. Details pertaining to the NYSDEC documented spills within a 0.10-mile radius of the subject site are summarized as Table 1. The remaining spills are described in the EDR Report presented in Appendix B.

Table 1: NYSDEC Spill Incidents Within 0.10-Mile From The Subject Site

Spill Site	Spill Date	Distance & Direction From Site	Quantities & Materials Spilled	Status
Lease Realtors 35 John St.	3/30/97	<1/8 mile south southwest	Unknown quantity of No. 2 fuel oil.	Closed
Roadway 106 John St.	7/14/95	<1/8 mile west	0.25-gallons of non-PCB oil from electrical transformer.	Closed
Windsor Mech. Mill St. Bridge	12/6/89	<1/8 mile north	Unknown quantity of gasoline in sewer.	Closed

5.1.4 Registered Underground Storage Tank (UST) Listing

The subject site was not identified on the NYSDEC registered underground storage tanks (UST) database. No adjoining properties were identified on the UST database.

The subject site was not identified as a Leaking Underground Storage Tank (LUST) facility. No adjoining properties were identified as LUST facilities. Based on a review of the environmental database, 6 were identified as leaking tank (LTANK) sites within a 0.5-mile radius of the subject site. Two of the LTANK sites listed in the database report are identified as LUST sites.

5.1.5 RCRA Listing Reports

The subject site was not identified as a Resource Conservation and Recovery Act (RCRA) hazardous waste generator. No adjoining parcels were identified as RCRA generator sites. A review of the list of RCRA large quantity generators (LQGs) revealed that there are 2 LQGs within approximately 0.25-mile of the site property. The site was not identified as a RCRA treatment, storage and disposal (TSD) facility. No TSD facilities were identified within 0.5-mile of the subject site. The site was not identified as a RCRA Corrective Action (RCRA Corraacts) site. No RCRA Corraacts sites were identified within 1-mile of the subject site.

5.1.6 Registered New York State Solid Waste Facilities

The subject site was not identified as a registered NYS Solid Waste Facility (landfill). No NYS Solid Waste Facilities were identified within a 0.5-mile radius of the subject site.

5.1.7 Related Environmental Violations, Warnings and Fines

No environmental violations, warnings or fines were identified for the subject site.

5.2 Information From Health Department Official(s)

The Orange County Department of Health (DOH) was contacted for information pertaining to soil quality, groundwater quality and any environmental investigations performed on the subject site. In response to the FOIL request, the OCDOH informed TCC that there are two inactive hazardous waste sites in the vicinity of the subject parcel. Each of these locations is approximately 0.25 miles downgradient of the subject parcel. No other information was available regarding the subject parcel.

5.3 Information From Town and/or County Official(s)

City of Newburgh and Town of New Windsor Officials were contacted for information pertaining to the subject site. Information provided by the City of Newburgh Office of Assessment, Clerks Office, and the Office of the City Engineer is presented in Sections 3.0, 4.1, and 4.2 of this report. No additional information was available.

5.4 Information From Local Historian

The City of Newburgh Historian, Kevin Barrett, was contacted for historical records pertaining to the subject site. No information has been provided as of yet.

6.0 SITE VISIT

6.1 Conditions of Visit

6.1.1 Site Contact(s)

The City of Newburgh provided access to the subject site.

6.1.2 Date of Visit

The subject site was visited on September 6, 2001 by Mr. Richard Calogero and Mr. Scott Schmidt of The Chazen Companies. A second visit was conducted September 18, 2001 by Mr. Calogero and Mr. David Tompkins of The Chazen Companies.

6.1.3 General Weather Condition

On both days, the skies were clear with and an ambient air temperature of approximately 80°F.

6.1.4 Ground Cover

The site is vacant, wooded, and covered by heavy vegetation. In several areas there are remnants of foundations, bricks, rubble, and iron works associated with former industrial buildings. The Quassaick Creek flows through the center of the subject parcels.

6.1.5 Areas Observed

Much of the subject property is densely vegetated with poison ivy and multiflora rose making access quite difficult. As much of the subject site was observed during the site inspection as possible.

6.2 Uses of Site Buildings and Structures

The site is vacant and the remaining structures, slabs, and foundations are in poor condition and may represent significant safety hazards.

6.3 Site Utilities

No gas or electric service was observed on the subject parcel. There is no municipal water or sanitary sewer service on the site since the property is vacant; however, municipal utilities are available in the vicinity of the Candle Factory.

6.4 Hazardous Substances Associated with Identified Uses

No hazardous substances are currently used on the subject property. The property had a history of woolen, paper, and candle industry use for over 150 years, and hazardous substances associated with these uses may have been utilized on the subject property. Several abandoned and rusted drums and tanks were observed at various locations on the subject property. All appeared to be empty.

6.5 Raw Product Drums/Containers

Several old rusted drums/tanks/vessels identified on the subject property on the south side of the Quassaick Creek.

6.6 Waste Product Drums/Containers

Several old rusted drums/tanks/vessels identified on the subject property on the south side of the Quassaick Creek.

6.7 Transformers/Capacitors (Liquid Filled Only)

No Transformers were observed on the subject parcel.

6.8 Petroleum and Chemical Storage Tanks

Two tank-like structures were observed west of the Mill Street Bridge on the south side of the subject property adjacent to an old foundation. Three pressure vessels are located within the ruins of the wooden building beneath the east side of the Route 9W Bridge. A 2,000-gallon steel tank was found among debris and rubble below the east side of the Route 9W Bridge. Based on observations made during the site visit it did not appear that the tank contains anything at the present time.

6.9 Site Subsurface and/or Water Well Data

No wells are located on the subject property. No subsurface or water well data was identified for the subject site.

6.10 Site Surface Water Bodies/Areas

The Quassaick Creek flows west to east through the subject parcel and drains approximately 0.5 mile to the east to the Hudson River.

6.11 Nearby Surface Water Bodies and Water Supply Wells

The Hudson River is located approximately 0.5 mile east of the subject site. There are no municipal water supply wells located near subject site. No potable water wells were identified on the subject site.

6.12 Site Drainage

6.12.1 Site Catch Basins and Discharge Location(s)

No catch basins were observed on the subject property. Numerous discharge pipes were observed along the Quassaick Creek that are related to the former industrial facilities on the site. No information was available regarding the pipes.

6.12.2 Building Floor Drains and Discharge Location(s)

No floor drains were observed within the remains of any of the abandoned structures. A number of discharge pipe locations, as well as water pipes and sluices, were observed along the Quassaick Creek. Most of the ruins and piping associated with them are located on the south side of the Creek.

6.12.3 Dry Wells and Sumps

No dry wells or sumps were observed during the site walk. Basement areas of the building ruins on the south side of the Creek could not be inspected due to safety concerns.

6.12.4 Site Septic Systems

The City of Newburgh services the area with a municipal sanitary sewer system. No septic systems are known to exist on the site.

6.13 Site Waste Profile

6.13.1 Solid Wastes/General Trash (Generation/Storage/Disposal)

No solid waste or trash is currently generated at the subject site. Trash and debris was observed at a number of locations on both sides of the Quassaick Creek, as well as in the Creek itself. Much of the trash and debris appears to have been washed down stream or thrown from the bridges that cross over the site. The ruins of the structures on the property, and a large pile of wax emanating from a drainage pipe beneath it are all solid waste. Much of the property is littered with rusted equipment, rubble, steel, an automobile, and other debris associated with convenience dumping, particularly from the tops of slopes on both sides of the Creek.

Substantial quantities of ash and slag were observed on the property. Much of the steep bank of the Quassaick Creek west of the Route 9W Bridge seems to be made up of coal ash and slag. It appears that this material was the result of on-site disposal of this material.

6.13.2 Sludge (Generation/Storage/Disposal)

There are no sludge generation, storage, and disposal activities located on the subject parcel.

6.13.3 Liquids (Generation/Storage/Disposal)

There are no liquids currently generated, stored, or disposed of on the subject property. Based on the presence of the discharge pipes observed along the Quassaick Creek throughout the site, it appears likely that the Creek received historical discharges along its course.

6.13.4 Wastewater Discharges

Wastewater is not currently discharged from this property at this time. Based on the presence of the discharge pipes observed along the Quassaick Creek throughout the site, it appears likely that the Creek received historical discharges along its course.

6.13.5 Waste Lagoons or Disposal Pits (Current and Historic)

No waste lagoons or disposal pits were observed on the subject property.

7.0 POTENTIAL OR KNOWN SITE CONTAMINATION

7.1 Evidence of Soil Contamination

No direct evidence of soil contamination such as discolored soil or stressed vegetation was observed during the site inspection, although a thorough inspection of the site was limited due to terrain and dense vegetation. However, ash and slag were observed in a number of locations, including on the south bank of the Quassaick Creek west of the Route 9W Bridge and within the ruins of a foundation on the north side of the Creek, indicating that surface disposal did occur on the property.

7.2 Evidence of Liquid Discharges

Historical evidence of liquid discharges was observed on the property during the site visit based on the presence of discharge pipes at numerous locations along the Quassaick Creek. Due to the historical use of the property by paper and woolen mills, the potential exists for subsurface soil and groundwater contamination from historical discharges of dye's and other chemical wastes.

7.3 Evidence of Soil or Surface Disturbances

The ground surface in many areas contains large amounts of ash and slag. Indications are that disposal of this material occurred while the mills operating on the subject property burned coal. Other areas where soil disturbance was observed during the site inspection included ruins and debris associated with the former structures.

7.4 Evidence of Waste Deposits (Piles/Pits/Landfills/Lagoons)

As noted previously, ash and slag was found in a number of locations on the property including a large quantity that appears to make up much of the south bank of the Quassaick Creek west of the Route 9W Bridge. Convenience dumping has occurred in a number of areas where access by the public, particularly where vehicles could be brought close to the edge of a steep embankment. Discarded materials observed included tires, rims, appliances, wood, scrap metal, old machinery, and construction debris appeared to be the result of convenience dumping and is not related to the historical industrial activities on the property.

7.5 Evidence of Underground or Above Ground Storage Tanks

Two tank-like structures were observed west of the Mill Street Bridge on the south side of the subject property adjacent to an old foundation. Three pressure vessels are located within the ruins of the wooden building beneath the east side of the Route 9W Bridge on the south side of the Quassaick Creek. The remains of a 2,000-gallon tank were observed in the ruins of the Diamond Candle Factory. Piping in the debris around the smoke stack adjacent to the location of the Diamond Candle boiler room may be related to a tank.

7.6 Evidence of Asbestos Containing Materials (ACM)

No evidence of asbestos containing materials was observed during the site inspection. Based on the age of the ruins of the buildings on the subject property, there is the potential for building materials to contain asbestos. An ACM survey was not performed as a function of this Phase I Environmental Site Assessment.

7.7 Radon

According to the Screening Results Short Term Data Report (NYSDOH, December 1999), the average indoor radon air concentration in the City of Newburgh is 5.5-pico curies/Liter (pCi/L) of air. This concentration is based on a survey of 251 residential basements in the City of Newburgh.

Based on a review of the US Environmental Protection Agency (USEPA) Radon Map of New York, Orange County is mapped as a Zone 1 area, indicating that properties located within Orange County have a high potential for indoor air radon concentrations to be 4.0 pCi/L or greater. The EPA has set an indoor air radon action level of 4.0 pCi/L for residential dwellings. Radon testing would be necessary to determine actual radon levels in site buildings. Radon testing was not performed as a function of this assessment.

7.8 Lead Based Paint/Lead In Drinking Water

Because of the age of the structures around the subject property, the potential exists that painted surfaces may contain lead based paint. There are no drinking water sources on the subject property.

8.0 SUMMARY AND CONCLUSIONS

The Chazen Companies have completed a Phase I Environmental Site Assessment at the TCC Parcel 34 Site (former Diamond Candle Company property), located in the City of Newburgh and the Town of New Windsor, Orange County, New York.

The site is an abandoned parcel that encompasses 8.28-acres straddling the City of Newburgh and Town of New Windsor border. The subject property is bisected by the Quassaick Creek and has a history of at least 150 years of industrial use, including numerous paper and woolen mills. The foundations and ruins of many of these structures are located throughout the property, along with discarded equipment and debris from these facilities. Numerous pipes along the Creek indicate historical discharges from the former factories.

Based on the investigation performed, The Chazen Companies has identified recognized environmental conditions (as defined in ASTM E 1527-00) associated with the subject property. The following recognized environmental conditions might exist on the property.

The historical use of the subject property by paper and woolen mills included the use of dyes and other chemicals as part of operations. These industrial users of the subject property date back to the 18th and 19th centuries. The chemicals, processes, and business practices used by the historic industries have the potential to have impacted subsurface soil and groundwater quality. No direct evidence of discharges were observed but given the age and history of the facility, this is not unexpected.

Coal ash and slag was identified at many locations around the subject property. The southern bank of the Quassaick Creek west of the Route 9W Bridge appears to be made up of a significant quantity of this material. This area rises approximately 50 feet from the Creek bed. The presence of ash and slag in these areas could result in elevated concentrations of organic compounds and heavy metals in the soil and or groundwater.

Numerous pipes were observed that appear to be connected to the former factory locations. The pipes apparently discharged directly into the Quassaick Creek. There may have been numerous waste and or wastewater discharges when the facilities were operating. Impacts to the surface water and sediments of the Creek may have resulted from these discharges, particularly in areas of slack water and upstream of the dam locations.

A number of piles of junk and miscellaneous debris litter the property. In the vicinity of the ruins and old foundations, there are piles of construction and

demolition debris and, in areas accessible by the public, there has been a lot of convenience dumping. Discarded materials observed included tires, rims, refrigerators, wood, rusted drums, an automobile, scrap metal, old machinery, and construction. Inappropriate disposal of the aforementioned items could have had an impact to soil and or groundwater quality.

The following issues are not defined in ASTM E 1527-00 as recognized environmental conditions, but were identified during the course of this investigation as potential environmental concerns.

There are ruins of the old buildings and foundations on the subject property. Many of these areas include subterranean openings and basements. The poor condition of the structures has resulted in hazardous safety situations at many locations on the subject property.

Because of the age of the site structures it is possible that building materials could contain asbestos and some of the painted surfaces may contain lead-based paint.

The information presented in this report is limited to the investigation conducted and described, and is not necessarily all inclusive of conditions present at the subject site.

If you have any questions regarding this report, please contact The Chazen Companies, Newburgh, New York office at (845) 567-1133.

LIST OF PEOPLE AND AGENCIES CONTACTED

1. New York State Department of Environmental Conservation
2. New York State Department of Health
3. Orange County Department of Health
4. Mr. David Barrett -- City of Newburgh Historian
5. Ms. Elizabeth McKeon -- City of Newburgh, Engineering Aid
6. Ms. Sharon Hyder -- City of Newburgh Properties Manager
7. Town Clerks Office -- Town of New Windsor

DOCUMENTS REVIEWED

1. Aerial Photographs for the years: 1964 and 1990 were reviewed at the Orange County Planning Department.
2. Department of Labor, Mines Master Index File. August 1998.
3. EPA CERCLA Information System Sites Detail Report. March 2001.
4. EPA Federal Superfund Liens. October 1991.
5. EPA PCB Activity Database System. December 2000.
6. EPA CERCLIS-NFRAPA No Further Remedial Action Planned, March 2001.
7. EPA RCRA Administrative Action Tracking System. April 1995.
8. EPA Toxic Chemical Release Inventory System. December 1998.
9. EPA Toxic Substance Control Act. December 1998.
10. EPA FIFRA/TSCA Tracking System. Office of Prevention, Pesticides and Toxic Substances, Federal Insecticides, Fungicide, and Rodenticide Act. August 2000.
11. EPA Corrective Action Report. April 2000.
12. EPA National Priority List Deletions. January 2001.
13. EPA Emergency Response Notifications Listing Report. August 2000.
14. EPA Facility Index System/Facility Identification Initiative Program Summary Report. July 2000.
15. EPA RCRA Hazardous Waste Registration Listing Report. June 2000.
16. EPA RCRA Corrective Action Listing Report. June 2000.
17. EPA Resource Conservation and Recovery Information System. June 2000.

**DOCUMENTS REVIEWED
(continued)**

18. EPA National Priority List Sites. January 2001.
19. EPA/NTIS Biennial Reporting System. December 1997.
20. Fire Insurance Maps from the Sanborn Map Company Archives. Late 19th Century to 1990: New York University Publications of America. Bethesda, Maryland, provided by Environmental Data Resources, Inc.
21. NTIS Record of Decision. September 1999.
22. New York Active Solid Waste Facilities Listing Report. December 1999.
23. New York State Department of Environmental Conservation List of Registered Underground Storage Tanks. January 2001.
24. New York State Department of Environmental Conservation Region 3 List of active and closed spill files. List covering spills and LUST incidents through January 2001.
25. New York State Department of Environmental Conservation, Division of Hazardous Waste Remediation Quarterly Status Report of Inactive Hazardous Waste Disposal Sites. January 2001.
26. New York State Department of Environmental Conservation, Division of Hazardous Waste Remediation "Inactive Hazardous Waste Disposal Sites in New York State, " Region 3. April 2001.
27. New York State Department of Environmental Conservation, Facility Register. December 2000.
28. New York State Department of Environmental Conservation, Chemical Bulk Storage. January 2001.
29. New York State Department of Environmental Conservation, Major Oil Storage Facilities. January 2001.

**DOCUMENTS REVIEWED
(continued)**

30. New York State Department of Environmental Conservation, Voluntary Cleanup Agreements. March 2001.
31. Nuclear Regulatory Commission. Material Licensing Commission, January 2001.
32. Quassaick Creek Historic Industries. Orange County Water Authority.
33. Geologic Map of New York State, Hudson Mohawk Sheet. 1970, revised to 1995.
34. Surficial Geologic Map of New York State, Hudson Mohawk Sheet, 1987.
35. US Department of Transportation Hazardous Materials Information Reporting System. November 2000.
36. New York State Department of Health, Basement Screening Results By County, Short Term Data, NYSDOH Radon Program. December 1999.

Figures

Figure 1
Site Location Map

Figure 2
Site Layout Map

APPENDIX A

Site Visit Photographs

APPENDIX B
Environmental Database Report

SCHEDULE A

SCOPE OF WORK

As per grant award from New York State Energy Research and Development Authority (NYSERDA), Orange County plans to implement the Mid-Hudson Regional Sustainability Plan recommendations at the local government level, using the County, the Village and Town of Warwick, and the City of Newburgh as leading examples. With assistance from staff of the Orange County Department of Planning, the Regional Plan Association, and the US Green Building Council, the City of Newburgh will complete draft and final comprehensive plan amendments or related policy documents, draft and final code – notably zoning code - and policy amendments for same, and environmental assessments forms for the same, as well as conduct relevant public information meetings or hearings and advance adoption of acceptable plans, codes and policy amendments by the municipality. The City of Newburgh will be reimbursed for relevant staff time and/or expenses consistent with all terms of the Agreement including this Schedule A and B. The scope of work for this contract covers:

- Task 1 – Contract Management
- Task 2 - Mid-Hudson Sustainability and Smart Growth Resource Kit Development
- Task 3 - Audit Existing Policies, Plans, Regulations and Documents for Conformance with Best Practices to Achieve Smart Growth and Sustainability
- Task 4 – Draft Updated Documents and Procedures
- Task 5 – Outreach and Education
- Task 6 – Adoption

Invoices can be submitted to the Orange County Planning Department based upon projects identified in Schedule B. The percentage of each task completed should be identified and the payments will be prorated to that percentage.

The Agreement shall include the following document which is attached and incorporated by reference as Exhibit A:

Agreement Number 39522 issued by New York State Energy Research and Development Authority (NYSERDA) (Grantor) for the Cleaner, Greener Communities (CGC) Program, Phase II: Category 2 – Orange County Updates to Municipal Comprehensive Plans and Best Practices Guidance CFA#28315

Vendor shall comply with all terms and conditions, including those incorporated directly or by reference, into Exhibit A, as may be amended by the Grantor and/or amendments, statutes, regulations or agency guidelines applicable through Exhibit A.

In the event of any conflict or inconsistency between the Agreement itself and any requirement in Exhibit A, the conflict shall be resolved by giving precedence to the requirement of Exhibit A over the Agreement.



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Capital District Office (518) 273-0055

North Country Office (518) 812-0513

December 2, 2014

Kelly Dobbins, AICP
Senior Planner/Project Manager
Orange County Planning Dept/OCWA
124 Main St
Goshen, NY 10924
sent via email kdobbins@orangecountygov.com

*Re: Proposal for Professional Services – Brownfields Cleanup Program Eligibility Investigation
Quassaick Creek Project, City of Newburgh and Town of New Windsor, New York
Chazen Proposal # PM14-116*

Dear Ms. Dobbins,

The Chazen Companies (Chazen) thank you for the opportunity to provide you this proposal for professional services to conduct a Brownfields Cleanup Program (BCP) eligibility investigation at the above-referenced site. We have helped numerous clients get accepted into the program, and successfully navigate through the BCP to closure. Chazen's 2001 Phase I Environmental Site Assessment (ESA) and related proposal identified areas for additional investigation based on client goals at the time. We have revised our proposal specifically to meet your current goal to determine whether the site is eligible for the NYSDEC Brownfields Cleanup Program (BCP). Our scope and fee are presented below.

Recommended BCP Eligibility Investigation Scope

We have focused on soil data collection, for the most diagnostic information, with a few groundwater samples. Sediment sampling is not included, as it likely contains material from upstream locations, and off-site sources are not sufficient for a site to be considered eligible for the program. We note that NYSDEC may request additional sampling, and that site conditions may have changed since 2001 that may warrant additional investigation. We recommend that a pre-application meeting be attended with NYSDEC, to get NYSDEC input on likelihood of eligibility and discuss the proposed sampling approach at that time.

Our selected laboratory is a Minority Business Enterprise (MBE/WBE).

Task 1 – Test Pit Investigation

A test pit program will use an excavator to install up to 15 test pits to characterize the nature of site soil and fill material. Test pits will be dug down to native soil or bedrock refusal, or the limits of the

excavator reach, whichever comes first. A Chazen geologist will physically characterize the soil and fill material encountered, observe for visual and olfactory evidence of contamination, and screen soils for volatile organic compounds (VOCs) using a photoionization detector (PID). Test pit logs will be prepared for each test pit, and locations documented using Global Positioning System (GPS).

Up to 10 representative samples of soil or fill material will be collected for laboratory analysis. Samples will be analyzed for target compound list (TCL) VOCs via EPA method 8260, TCL semi-volatile organic compounds (SVOCs) via EPA method 8270, RCRA Metals via EPA Methods 6010 and 7471, and polychlorinated biphenyls (PCBs) via EPA method 8082. Quality control (QC) samples will include one field duplicate, up to four field blanks (one per day), and one matrix spike/matrix spike (MS/MSD). An ASP-B data package will be provided by the laboratory.

Our budget estimate includes up to three days for this effort, although it could be less. This task assumes that the areas are accessible and do not require extensive clearing of vegetation, debris, or snow.

While this task will help characterize the nature of site soil and fill material, it is not expected to delineate the extent of impacts, if they are identified.

Task 2 –Groundwater Investigation

As a preliminary investigation of groundwater quality on the site, four temporary groundwater sampling points (TGSPs) will be located between the Route 9 and Mill Street bridges, with two on each side of the Quassaick Creek. The locations will be finalized after the test pit investigation is complete, and adjusted to areas of identified contamination, if encountered.

A Geoprobe direct push rig will be used to install the TGSPs and a Chazen geologist will physically characterize the soil during TGSP installation and observe for visual and olfactory evidence of contamination, and screen soils for VOCs using a PID. Boring/well construction logs will be prepared for each location.

Grab groundwater samples will be collected from the three TGSPs and analyzed for TCL VOCs, TCL SVOCs, RCRA Metals, and PCBs. QC samples will include one field duplicate, one field blank (one per day), one trip blank, and one MS/MSD. An ASP-B data package will be provided by the laboratory.

Chazen estimates that this effort can be completed within one day, and assumes that the TGSP locations are accessible without needing to be cleared of vegetation, debris, or snow, and that groundwater is present in overburden. The TGSP locations will be documented using GPS.

Task 3 –Reporting

Following completion of field work and receipt of laboratory data, a summary report will be prepared to document the investigation findings. Documentation will summarize field activities and it will be ready within three weeks of receipt of laboratory data. The report will include sample data, test pit/boring/well construction logs, sample location maps, and descriptions of the Site conditions. If necessary, recommendations for additional investigations and/or site remedial actions will be presented

as a separate document. An electronic copy of the report will be submitted in portable digital format (pdf).

Our approach is to gather data useful at this eligibility determination stage and that can also be incorporated into later reports.

As a separate task, Chazen can prepare a pre-application BCP worksheet for the site and attend a pre-application meeting with you and NYSDEC.

Assumptions and Limitations

This proposal includes the cost for only those specific services delineated above. Additional items not addressed as part of this proposal include:

- The preparation of supplemental or additional reports or correspondence which may be requested or required by you, your representatives or consultants, or governmental agencies, including a work plan/field sampling plan, health and safety plan (HASP), quality assurance project plan (QAPP), community air monitoring program (CAMP), a data usability summary report (DUSR), Remedial Investigation Report, or Remedial Action Work Plan.
- Costs associated with any delays in getting access to site test pitting or drilling locations.
- Disposal of investigation-derived wastes or impacted soil.
- Site restoration beyond refilling test boring holes with soil or gravel.
- Excavating or drilling in conditions more difficult than those stated/anticipated.
- Prior to subsurface testing, our excavation and drilling subcontractors will ensure that the New York Underground Facilities Protection Organization (UFPO) has been contacted and underground utilities marked out on public lands adjacent to the Site, as warranted under New York State law. However, the public UFPO process does not include on-site buried utility mark-outs. If you are uncertain about the locations of any on-site underground utilities in the proposed investigation areas, Chazen recommends that a private on-site utility markout also be conducted. Chazen can provide costs for a private utility locator at an additional cost, if requested. If no on-site utility mark-out is completed, Chazen cannot be held responsible or assume any liability for damage, harm or costs associated with any penetration or disturbing of features or utilities contacted as a result of our investigation.

We will work diligently to complete the project within the budget and schedule. The above investigation is intended to be reasonably comprehensive and the cost estimate is based on the scope of work and schedule described herein. Circumstances, including actual site geologic conditions, may arise that are outside of our control so additional days or samples may be required.

Client Responsibilities

- It is the responsibility of the client to obtain permission for Chazen and its subcontractors to access the property to conduct this work. The client is responsible for identifying subsurface utilities within the investigation areas.
- If conditions are encountered that require notification of a petroleum spill to an appropriate regulatory agency, the Site owner and any knowledgeable party will be obligated to report the release under existing New York State law. If reporting is required, Chazen will notify you

immediately to discuss the findings, consequences and time requirements for reporting. Reporting of an identified petroleum release is required within two hours of discovery in the State of New York, and Chazen may be obligated to report a spill if identified during drilling.

Professional Services Fee Schedule

Chazen proposes to bill each task as indicated in the following Fee and Time Schedule Summary. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt. Time and Materials tasks will be billed based on the actual hours and reimbursable expenses incurred, at the rates listed in our current Fee Schedule. Fees listed for Time and Materials tasks are estimates only. Chazen will make its best effort to complete each of these tasks within the estimated amounts; however, it is possible that it will be necessary to exceed these amounts in order to complete the scope of services for each task. The proposed schedule is shown and is contingent on obtaining timely access all areas of the site for inspection.

Fee and Time Schedule Summary

Tasks		Fee Estimates		Proposed Schedules
Task No.	Task Description	Time and Materials Estimate ⁽¹⁾	Sub-Consultant Estimate ⁽¹⁾	Projected Start / End Dates ⁽²⁾
1	Test Pit Investigation Up to 3 days, 15 test pits, 10 soil samples, QC samples	\$3,450	\$5,555 excavator \$5,025 lab	Start: Week 1-2 (weather pending) End: Week 3-4
2	Groundwater Investigation One day, 4 TGSPs, 4 groundwater samples, QC samples	\$1,320	\$2,570 driller \$2,510 lab	Start: Week 2-3 End: Week 3-5
4	Reporting	\$5,750 Lump Sum		Start: Following receipt of lab reports End: 2 to 3 weeks
Subtotal		\$10,520	\$15,660	
TOTAL		\$26,180		

¹ Chazen will bill for actual hours spent on the task and reimbursable expenses occurred, but not beyond the not-to-exceed limit that is agreed upon at the start of the work without authorization from the Client. An estimate of services is provided here for planning purposes.

² Projected start and end dates are subject to change and are based on date from authorization to proceed and receipt of all information that we require to perform our work. Because certain aspects of the project are outside of Chazen's control, Chazen cannot guarantee completion of the project within these proposed schedules. If any deviation is required, Chazen will immediately notify you of the condition and our revised schedule for your review.

Agreement

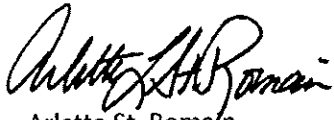
Receipt of the attached Standard Agreement with your signature will be our authorization to schedule the performance of this work. Please be aware that the projected task start and completion dates are based upon a timely receipt of the signed proposal. A delay in returning the necessary documents may

Ms. Kelly Dobbins
December 2, 2014
Page 5

require modification of the proposed task start and completion dates as described herein. This proposal is valid for 30 days.

Please feel free to contact me at (518) 266-7328 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Arlette St. Romain". The signature is fluid and cursive, with the first name "Arlette" and last name "Romain" clearly distinguishable.

Arlette St. Romain
Director, Environmental Services

cc: Chazen Distribution List

AGREEMENT MADE this _____ day of _____ 2014 by and between Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (CELSLA) or Chazen Environmental Services, Inc. (CES), each existing under the laws of the State of New York, with their principal places of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to collectively as "Chazen") and Orange County Planning Dept/OCWA, 124 Main Street, Goshen, NY 10924 (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated December 2, 2014 which is hereby made a part of this Agreement.

2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.

☐ A retainer in the amount of \$_____ will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

☒ Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).

3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.

4. **PROJECT DOCUMENTS:**

- A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.
- B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.
- C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
- D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.

5. **INDEMNITY & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:

- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen agrees to indemnify Client against loss caused by the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.

6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.

7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.

8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.

9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.
- p10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.
11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

CLIENT _____

THE CHAZEN COMPANIES

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

**RESOLUTION NO.: 305-2014
OF
DECEMBER 15, 2014**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT FOR VENDOR SERVICES WITH THE COUNTY OF ORANGE
AFFIRMING THE CITY OF NEWBURGH'S COMMITMENT TO ACTIVELY
PARTICIPATE AS A LOCAL GOVERNMENT ENTITY IN THE NYSERDA
CLEANER, GREENER COMMUNITIES (CGC) PROGRAM, PHASE II: CATEGORY 2
GRANT, WHICH HAS BEEN AWARDED TO THE COUNTY OF ORANGE**

WHEREAS, by Resolution No.: 49-2013 of February 25, 2013, the City Council of the City of Newburgh acknowledged its participation in the Mid-Hudson Regional Sustainability Plan and endorsement of vision and implementation strategies of this Plan as prepared for Cleaner, Greener Communities Program of the New York State Energy Research and Development Authority (NYSERDA); and

WHEREAS, such grant for this Plan has been awarded to the County of Orange; and

WHEREAS, the City of Newburgh has been named a participating local government agency, which requires the execution of an agreement for vendor services for the activities associated with such grant; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into such agreement is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh hereby authorizes the City Manager to execute an Agreement for Vendor Services with the County of Orange affirming the City of Newburgh's commitment to actively participate as a local government entity in the NYSERDA Cleaner, Greener Communities (CGC) Program, Phase II: Category 2 Grant, which has been awarded to the County of Orange; and

BE IT FURTHER RESOLVED, that the Council of the City of Newburgh hereby accepts the terms and conditions of the Grant and authorizes acceptance of all reimbursement funds and in-kind services; and that the City Manager is further authorized to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

Councilwoman Abrams moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

RESOLUTION NO.: 306 - 2014

OF

DECEMBER 15, 2014

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. 2014-5610 INVOLVING SECTION 36, BLOCK 4, LOTS 3.1, 4, 19 AND 20 (AFSW REALTY LLC)

WHEREAS, AFSW Realty, LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2014-2015 tax assessment year bearing Orange County Index No. 2014-5610; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Holly L. Reinhardt, Esq. of Catania, Mahon, Milligram & Rider, PLLC, Special Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, AFSW Realty, LLC is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 36-4-3.1 remain at a market value of \$ 19,800.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 36-4-4 be reduced to a market value of \$ 190,000.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 36-4-19 be reduced to a market value of \$ 10,500.
- 4- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 36-4-20 be reduced to a market value of \$ 9,500.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlements as set forth and described above and in the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Michael G. Ciaravino, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Holly L. Reinhardt, Esq. on behalf of Catania, Mahon, Milligram & Rider, PLLC, as Special Counsel, be and they hereby are designated as the persons for the City who shall execute the attached Consent Judgment on behalf of the City of Newburgh, and Holly L. Reinhardt, Esq., as Special Counsel, and counsel for the Petitioner shall present such Consent Judgment to the Orange County Supreme Court for approval pursuant to the aforesaid laws.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
AFSW REALTY LLC,

Hon. Catherine M. Bartlett, AJSC

Petitioner,

CONSENT JUDGMENT

-against-

THE BOARD OF ASSESSORS AND THE BOARD
OF ASSESSMENT REVIEW OF THE CITY OF
NEWBURGH,

Index No 2014-5610

Respondents.

For a review of a Tax Assessment under Article 7 of the
Real Property Tax Law
-----X

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties, it is

ORDERED, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2014-15 as follows:

Tax Map No. 36-4-4

be reduced in assessment from \$204,400.00 to a total assessment of \$190,000.00 for a total reduction in assessment of \$14,400.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2014-15 as follows:

Tax Map No. 36-4-19

be reduced in assessment from \$12,300.00 to a total assessment of \$10,500.00 for a total reduction in assessment of \$1,800.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2014-15 as follows:

Tax Map No. 36-4-20

be reduced in assessment from \$10,100.00 to a total assessment of \$9,500.00 for a total reduction in assessment of \$600.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2014-15 as Tax Map No. 36-4-3.1 remain at its assessment of \$19,800.00 for the above referenced tax year without any change in assessment whatsoever; and it is further

ORDERED, that the Petitioner's real property taxes on said parcels described above for the 2014-2015 School, County and City taxes be adjusted accordingly and that the Petitioner be reimbursed for any overpayment or be credited with the corresponding decrease in taxes, as the case may be, upon the entering of this Consent Judgment with the Orange County Clerk; and it is further

ORDERED, that the officer or officers having custody of the aforesaid assessment roll of the City of Newburgh shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform said assessment to such corrected and reduced valuation; and it is further

ORDERED, that there shall be audited, allowed and paid to the Petitioner by the County of Orange and/or the County Commissioner of Finance the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that there shall be audited, allowed and paid to the Petitioner by the County of Orange and/or the County Commissioner of Finance the amounts, if any, paid as County taxes

and County Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that there shall be audited, allowed and paid to the Petitioner by the Newburgh Enlarged City School District the amounts, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that in the event that the refunds are made within sixty (60) days after service of this Consent Judgment with notice of entry, there shall be no interest paid or credited in connection with this Consent Judgment; otherwise, interest shall be paid in accordance with the applicable statute; and it is further

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed this ____ day of _____, 20__ at Goshen, New York.

ENTER:

HON. CATHERINE M. BARTLETT, AJSC

ON CONSENT:

HON. MICHAEL G. CIARAVINO
City Manager of the City of Newburgh
Dated: _____

ANDREW M. MAHONY, ESQ.
Jaspan Schlesinger LLP
Attorneys for Petitioner
Dated: _____

HON. JOANNE MAJEWSKI
City of Newburgh Assessor
Dated: _____

HOLLY L. REINHARDT, ESQ.
Catania, Mahon, Milligram & Rider, PLLC
Attorneys for Respondents
Dated: _____

RESOLUTION NO.: 307 - 2014

OF

DECEMBER 15, 2014

A RESOLUTION APPROVING THE CONSENT JUDGMENTS AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENTS IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 2009-8392, 2010-8354, 2011-7340, 2012-6545, 2013-6202 AND 2014-5939, INVOLVING SECTION 30, BLOCK 4, LOT 22, SECTION 11, BLOCK 4, LOT 29, SECTION 46, BLOCK 3, LOT 8.1, SECTION 46, BLOCK 2, LOT 12, AND SECTION 46, BLOCK 5, LOT 5 (K-C NEWBURGH, INC., R H CAMPBELL, INC., RHK ENTERPRISES, INC., CER ENTERPRISES, INC. AND CAMCO PROPERTIES, INC.);

ORANGE COUNTY INDEX NOS. 2009-8393, 2010-8356, 2011-7344, 2012-6544, 2013-6203 AND 2014-5942, INVOLVING SECTION 46, BLOCK 5, LOT 6.1, SECTION 46, BLOCK 2, LOT 9 AND SECTION 46, BLOCK 2, LOT 8 (CER ENTERPRISES, INC.);

ORANGE COUNTY INDEX NOS. 2009-8394, 2010-8358, 2011-7341, 2012-6543, 2013-6205 AND 2014-5943, INVOLVING SECTION 38, BLOCK 2, LOT 16 (CAMPBELL RESIDENTIAL PROPERTIES, INC.); AND

ORANGE COUNTY INDEX NOS. 2009-8395, 2010-8359, 2011-7342, 2012-6542, 2013-6207 AND 2014-5944, INVOLVING SECTION 14, BLOCK 3, LOT 60 (RICHARD H. CAMPBELL, SR., IRENE CAMPBELL, TRUSTEE)

WHEREAS, K-C Newburgh, Inc., R H Campbell, Inc., RHK Enterprises, Inc., CER Enterprises, Inc., Camco Properties, Inc., Campbell Residential Properties, Inc., Richard H. Campbell, Sr., and Irene Campbell, Trustee, have commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange; and

WHEREAS, K-C Newburgh, Inc., R H Campbell, Inc., RHK Enterprises, Inc., CER Enterprises, Inc. and Camco Properties, Inc. have commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 tax assessment years bearing Orange County Index Nos. 2009-8392, 2010-8354, 2011-7340, 2012-6545, 2013-6202 and 2014-5939; and

WHEREAS, CER Enterprises, Inc. has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 tax assessment years bearing

Orange County Index Nos. 2009-8393, 2010-8356, 2011-7344, 2012-6544, 2013-6203 and 2014-5942; and

WHEREAS, Campbell Residential Properties, Inc. has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 tax assessment years bearing Orange County Index Nos. 2009-8394, 2010-8358, 2011-7341, 2012-6543, 2013-6205 and 2014-5943; and

WHEREAS, Richard H. Campbell, Sr. and Irene Campbell, Trustee have commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 tax assessment years bearing Orange County Index Nos. 2009-8395, 2010-8359, 2011-7342, 2012-6542, 2013-6207 and 2014-5944; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Richard B. Golden, Esq. of Burke, Miele & Golden, LLP, Special Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, K-C Newburgh, Inc., R H Campbell, Inc., RHK Enterprises, Inc., CER Enterprises, Inc. and Camco Properties are willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 5- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 30-4-22 be reduced to a market value of \$ 216,240.
- 6- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2010-2011 as tax map number 30-4-22 be reduced to a market value of \$ 195,200.
- 7- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 30-4-22 be reduced to a market value of \$ 164,160.
- 8- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 30-4-22 be reduced to a market value of \$ 154,480.
- 9- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 30-4-22 be reduced to a market value of \$ 127,200.
- 10- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 30-4-22 be reduced to a market value of \$ 127,200.
- 11- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 11-4-29 be reduced to a market value of \$ 468,265.
- 12- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2010-2011 as tax map number 11-4-29 be reduced to a market value of \$ 455,175.
- 13- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 11-4-29 be reduced to a market value of \$ 382,755.
- 14- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 11-4-29 be reduced to a market value of \$ 336,175.

- 15- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 11-4-29 be reduced to a market value of \$ 285,770.
- 16- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 11-4-29 be reduced to a market value of \$ 285,770.
- 17- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 46-3-8.1 be reduced to a market value of \$ 484,560.
- 18- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2010-2011 as tax map number 46-3-8.1 be reduced to a market value of \$ 445,280.
- 19- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 46-3-8.1 be reduced to a market value of \$ 374,400.
- 20- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 46-3-8.1 be reduced to a market value of \$ 374,400.
- 21- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 46-3-8.1 be reduced to a market value of \$ 374,480.
- 22- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 46-3-8.1 be reduced to a market value of \$ 374,480.
- 23- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 46-2-12 be reduced to a market value of \$ 740,560.
- 24- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2010-2011 as tax map number 46-2-12 be reduced to a market value of \$ 600,400.
- 25- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 46-2-12 be reduced to a market value of \$ 504,880.
- 26- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 46-2-12 be reduced to a market value of \$ 504,880.
- 27- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 46-2-12 be reduced to a market value of \$ 504,880.
- 28- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 46-2-12 be reduced to a market value of \$ 504,880.
- 29- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 46-5-5 be reduced to a market value of \$ 147,900.
- 30- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2010-2011 as tax map number 46-5-5 be reduced to a market value of \$ 135,150.
- 31- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 46-5-5 be reduced to a market value of \$ 114,325.
- 32- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 46-5-5 be reduced to a market value of \$ 114,325.
- 33- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 46-5-5 be reduced to a market value of \$ 114,325.
- 34- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 46-5-5 be reduced to a market value of \$ 114,325.

WHEREAS, CER Enterprises, Inc. is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 46-5-6.1 be reduced to a market value of \$ 214,480.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2010-2011 as tax map number 46-5-6.1 be reduced to a market value of \$ 164,040.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 46-5-6.1 be reduced to a market value of \$ 164,040.
- 4- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 46-5-6.1 be reduced to a market value of \$ 164,040.
- 5- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 46-5-6.1 be reduced to a market value of \$ 164,040.
- 6- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 46-5-6.1 be reduced to a market value of \$ 164,040.

- 7- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 46-2-9 be reduced to a market value of \$ 27,040.
- 8- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2010-2011 as tax map number 46-2-9 be reduced to a market value of \$ 16,000.
- 9- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 46-2-9 be reduced to a market value of \$ 16,000.
- 10- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 46-2-9 be reduced to a market value of \$ 16,000.
- 11- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 46-2-9 be reduced to a market value of \$ 16,000.
- 12- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 46-2-9 be reduced to a market value of \$ 16,000.

- 13- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 46-2-8 be reduced to a market value of \$ 27,040.
- 14- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2010-2011 as tax map number 46-2-8 be reduced to a market value of \$ 16,000.
- 15- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 46-2-8 be reduced to a market value of \$ 16,000.
- 16- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 46-2-8 be reduced to a market value of \$ 16,000.
- 17- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 46-2-8 be reduced to a market value of \$ 16,000.
- 18- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 46-2-8 be reduced to a market value of \$ 16,000.

WHEREAS, Campbell Residential Properties, Inc. is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 38-2-16 be reduced to a market value of \$ 98,106.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2010-2011 as tax map number 38-2-16 be reduced to a market value of \$ 93,624.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 38-2-16 be reduced to a market value of \$ 86,569.

- 4- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 38-2-16 be reduced to a market value of \$ 73,953.
- 5- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 38-2-16 be reduced to a market value of \$ 73,289.
- 6- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 38-2-16 be reduced to a market value of \$ 73,289.

WHEREAS, Richard H. Campbell, Sr. and Irene Campbell, Trustee, are willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 14-3-60 be reduced to a market value of \$ 22,720.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2010-2011 as tax map number 14-3-60 be reduced to a market value of \$ 20,080.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 14-3-60 be reduced to a market value of \$ 20,080.
- 4- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 14-3-60 be reduced to a market value of \$ 20,080.
- 5- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 14-3-60 be reduced to a market value of \$ 20,080.
- 6- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2014-2015 as tax map number 14-3-60 be reduced to a market value of \$ 18,400.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlements as set forth and described above and the attached Consent Judgments are hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Michael G. Ciaravino, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Richard B. Golden, Esq. on behalf of Burke, Miele & Golden, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall execute the attached Consent Judgments on behalf of the City of Newburgh, and Richard B. Golden, Esq., as Special Counsel, and counsel for the Petitioners shall present such Consent Judgments to the Orange County Supreme Court for approval pursuant to the aforesaid laws.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

SUPREME COURT – STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
CAMPBELL RESIDENTIAL PROPERTIES, INC.,

Petitioner,

CONSENT JUDGMENT

- against -

CITY OF NEWBURGH, a Municipal Corporation,
Its ASSESSOR, and its BOARD OF ASSESSMENT
REVIEW,

Respondents.

Index No. 2009-8394
 2010-8358
 2011-7341
 2012-6543
 2013-6205
 2014-5943

For review of a Tax Assessment under Article 7
Of the Real Property Tax Law

-----X
PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties
and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh tax
rolls for the tax years 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015
as follows:

Tax Map No. 38-2-16

be reduced in market value from \$118,200.00, \$112,800.00, \$104,300.00, \$89,100.00, \$88,300.00
and \$85,100.00, respectively to market values of \$98,106.00, \$93,624.00, \$86,569.00, \$73,953.00,
\$73,289.00 and \$73,289.00 respectively, prior to the application of any real property tax
exemptions, if any; and it is further,

ORDERED, that the Petitioner's real property taxes on said parcel above described for the
2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 School, County and
City taxes be adjusted accordingly and that any overpayment by Petitioner be refunded upon the
entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh
assessment rolls shall make or cause to be made upon the proper books and records and upon the

assessment roll of said City the entries, changes and corrections necessary to conform such reduced market values; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amounts, if any, paid as City taxes and City Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioners, the amounts, if any, paid as County taxes and County Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein, with the City of Newburgh and County of Orange to determine the amount and method of payment as appropriate; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the Newburgh City School District, the amounts, if any, paid as School District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be no interest paid or credited in connection with this Consent Judgment provided any refund due is made within sixty (60) days of the service of notice of entry of this Consent Judgment; and it is further,

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: December ___, 2014
Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

Michael G. Ciaravino
City Manager
Dated:

KAREN HAGSTROM, ESQ.
Attorney for the Petitioner
Dated:

Joanne Majewski
Assessor
Dated:

RICHARD B. GOLDEN, ESQ.
Burke, Miele & Golden, LLP
Attorney for Respondents
Dated:

SUPREME COURT – STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
CER ENTERPRISES, INC.,

Petitioner,

CONSENT JUDGMENT

- against -

CITY OF NEWBURGH, a Municipal Corporation,
Its ASSESSOR, and its BOARD OF ASSESSMENT
REVIEW,

Respondents.

Index Nos. 2009-8393
 2010-8356
 2011-7344
 2012-6544
 2013-6203
 2014-5942

For review of a Tax Assessment under Article 7
Of the Real Property Tax Law

-----X
PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 as follows:

Tax Map No. 46-5-6.1

be reduced in market value from \$268,100.00, \$206,300.00, \$206,300.00, \$206,300.00, \$206,300.00 and \$179,200.00, respectively to market values of \$214,480.00, \$165,040.00, \$165,040.00, \$165,040.00, and \$165,040.00 respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 as follows:

Tax Map No. 46-2-9

be reduced in market value from \$33,800.00, \$20,000.00, \$20,000.00, \$20,000.00, \$20,000.00 and \$17,200.00, respectively to market values of \$27,040.00, \$16,000.00, \$16,000.00,

\$16,000.00, \$16,000.00 and \$16,000.00 respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 as follows:

Tax Map No. 46-2-8

be reduced in market value from \$33,800.00, \$20,000.00, \$20,000.00, \$20,000.00, \$20,000.00 and \$17,200.00, respectively to market values of \$27,040.00, \$16,000.00, \$16,000.00, \$16,000.00, \$16,000.00 and \$16,000.00 respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioner's real property taxes on said parcels above described for the 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market values; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amounts, if any, paid as City taxes and City Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioners, the amounts, if any, paid as County taxes and County Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein, with the City of Newburgh and County of Orange to determine the amount and method of payment as appropriate; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the Newburgh City School District, the amounts, if any, paid as School District taxes against the

original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be no interest paid or credited in connection with this Consent Judgment provided any refund due is made within sixty (60) days of the service of notice of entry of this Consent Judgment; and it is further,

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: December __, 2014
Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

Michael G. Ciaravino
City Manager
Dated:

KAREN HAGSTROM, ESQ.
Attorney for the Petitioner
Dated:

Joanne Majewski
Assessor
Dated:

RICHARD B. GOLDEN, ESQ.
Burke, Miele & Golden, LLP
Attorney for Respondents
Dated:

SUPREME COURT – STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
K-C NEWBURGH, INC., R H CAMPBELL INC.,
RHK ENTERPRISES, INC., CER ENTERPRISES,
INC. and CAMCO PROPERTIES, INC.

Petitioner,

CONSENT JUDGMENT

- against -

CITY OF NEWBURGH, a Municipal Corporation,
Its ASSESSOR, and its BOARD OF ASSESSMENT
REVIEW,

Index Nos. 2009-8392
 2010-8354
 2011-7340
 2012-6545
 2013-6202
 2014-5939

Respondents.

For review of a Tax Assessment under Article 7
Of the Real Property Tax Law

-----X
PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties
and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh tax
rolls for the tax years 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015
as follows:

Tax Map No. 30-4-22

be reduced in market value from \$270,300.00, \$244,000.00, \$205,200.00, \$193,100.00,
\$159,000.00 and \$156,800.00, respectively to market values of \$216,240.00, \$195,200.00,
\$164,160.00, \$154,480.00, \$127,200.00, and \$127,200.00 respectively, prior to the application of
any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax
rolls for the tax years 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015
as follows:

Tax Map No. 11-4-29

be reduced in market value from \$550,900.00, \$535,500.00, \$450,300.00, \$395,500.00, \$336,200.00 and \$301,400.00, respectively to market values of \$468,265.00, \$455,175.00, \$382,755.00, \$336,175.00, \$285,770.00 and \$285,770.00 respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 as follows:

Tax Map No. 46-3-8.1

be reduced in market value from \$605,700.00, \$556,600.00, \$468,000.00, \$468,000.00, \$468,100.00 and \$411,900.00, respectively to market values of \$484,560.00, \$445,280.00, \$374,400.00, \$374,400.00, \$374,480.00 and \$374,480.00 respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 as follows:

Tax Map No. 46-2-12

be reduced in market value from \$925,700.00, \$750,500.00, \$631,100.00, \$631,100.00, \$631,100.00 and \$605,200.00, respectively to market values of \$740,560.00, \$600,400.00, \$504,880.00, \$504,880.00, \$504,880.00 and \$504,880.00 respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 as follows:

Tax Map No. 46-5-5

be reduced in market value from \$174,000.00, \$159,000.00, \$134,500.00, \$134,500.00, \$134,500.00 and \$123,300.00, respectively to market values of \$147,900.00, \$135,150.00, \$114,325.00, \$114,325.00, \$114,325.00 and \$114,325.00 respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioner's real property taxes on said parcels above described for the 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 School, County and

City taxes be adjusted accordingly and that any overpayment by Petitioner be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market values; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amounts, if any, paid as City taxes and City Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioners, the amounts, if any, paid as County taxes and County Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein, with the City of Newburgh and County of Orange to determine the amount and method of payment as appropriate; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the Newburgh City School District, the amounts, if any, paid as School District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be no interest paid or credited in connection with this Consent Judgment provided any refund due is made within sixty (60) days of the service of notice of entry of this Consent Judgment; and it is further,

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: December __, 2014
Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

Michael G. Ciaravino
City Manager
Dated:

KAREN HAGSTROM, ESQ.
Attorney for the Petitioner
Dated:

Joanne Majewski
Assessor
Dated:

RICHARD B. GOLDEN, ESQ.
Burke, Miele & Golden, LLP
Attorney for Respondents
Dated:

SUPREME COURT – STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
RICHARD H. CAMPBELL, SR., IRENE
CAMPBELL, TRUSTEE,

Petitioner,

CONSENT JUDGMENT

- against -

CITY OF NEWBURGH, a Municipal Corporation,
Its ASSESSOR, and its BOARD OF ASSESSMENT
REVIEW,

Respondents.

For review of a Tax Assessment under Article 7
Of the Real Property Tax Law

Index Nos.	2009-8395
	2010-8359
	2011-7342
	2012-6542
	2013-6207
	2014-5944

-----X
PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 as follows:

Tax Map No. 14-3-60

be reduced in market value from \$28,400.00, \$25,100.00, \$25,100.00, \$25,100.00, \$25,100.00 and \$18,400.00, respectively to market values of \$22,720.00, \$20,080.00, \$20,080.00, \$20,080.00, \$20,080.00 and \$18,400.00 respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioner's real property taxes on said parcel above described for the 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the

assessment roll of said City the entries, changes and corrections necessary to conform such reduced market values; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amounts, if any, paid as City taxes and City Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioners, the amounts, if any, paid as County taxes and County Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein, with the City of Newburgh and County of Orange to determine the amount and method of payment as appropriate; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the Newburgh City School District, the amounts, if any, paid as School District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be no interest paid or credited in connection with this Consent Judgment provided any refund due is made within sixty (60) days of the service of notice of entry of this Consent Judgment; and it is further,

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: December __, 2014
Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

Michael G. Ciaravino
City Manager
Dated:

KAREN HAGSTROM, ESQ.
Attorney for the Petitioner
Dated:

Joanne Majewski
Assessor
Dated:

RICHARD B. GOLDEN, ESQ.
Burke, Miele & Golden, LLP
Attorney for Respondents
Dated:

RESOLUTION NO.: 308 - 2014

OF

DECEMBER 15, 2014

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
ADDITIONAL SIX MONTH EXTENSION TO THE FIRST AMENDED AGREEMENT
OF LEASE WITH MEMORARE REALTY HOLDING CORP. FOR THE CONTINUED
LEASE OF APPROXIMATELY 3.65 ACRES OF VACANT REAL PROPERTY
SITUATED ON THE HUDSON RIVER
KNOWN AS SECTION 31, BLOCK 5, LOTS 13.2 AND 14
FOR THE PURPOSE OF PROVIDING PARKING
FOR USERS OF THE NEWBURGH-BEACON FERRY
AND OTHER PARKERS DURING NON-COMMUTING HOURS**

WHEREAS, the City of Newburgh ("City") and Memorare Realty Holding Corp. ("Memorare") executed a Lease on July 30, 2004 ("Lease") for the lease and use of approximately 3.65 acres of vacant real property situated on the Hudson River known as Section 31, Block 5, Lots 13.2 and 14, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and other parkers during non-commuting hours, with the City being reimbursed by New York State for the rental payments and improvements provided under such Lease; and

WHEREAS, by Resolution No.: 142 - 2010 of June 14, 2010, the City Council authorized the City Manager to execute a First Amended Agreement of Lease with Memorare to accord with the amended reimbursement agreement with New York State that was effective April 21, 2010; and

WHEREAS, by Resolution No.: 169 - 2014 of July 14, 2014, the City Council authorized the City Manager to execute a four month extension to the First Amended Lease for the period of August 1, 2014 to November 30, 2014 in order to review and evaluate the terms and conditions for continuing said lease; and

WHEREAS, due to unforeseen circumstances, it is necessary to further extend the First Amended Lease for an additional six month period in order to maintain access to the subject property for City residents, visitors, and all persons wishing to avail themselves of such ferry service; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute an additional six month extension to First Amended Agreement of Lease with Memorare in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require.

Councilwoman Abrams moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

SECOND ADDENDUM TO FIRST AMENDED AGREEMENT OF LEASE

THIS SECOND ADDENDUM TO FIRST AMENDED AGREEMENT OF LEASE ("Addendum"), made as of this ____ day of December, 2014, by and between Memorare Realty Holding Corp., a New York business corporation, having an address of 2 Washington Street, P.O. Box 3231, Newburgh, New York 12550, ("Landlord"), and the City of Newburgh, a New York municipal corporation with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("Tenant").

WITNESSETH:

WHEREAS, the Landlord and Tenant executed a First Amended Agreement of Lease with to accord with the amended reimbursement agreement with New York State that was effective April 21, 2010; and

WHEREAS, the First Amended Lease expired on July 31, 2014 and Tenant desires to continue to lease from Landlord the Premises for use in connection with a project (the "Project") for parking to be used for ferry service between the City of Newburgh and Beacon and uses associated therewith and Landlord desires to lease to Tenant the Premises therefor; and

WHEREAS, the parties agreed to extend the terms of the First Amended Lease for a four month period from August 1, 2014 until November 30, 2014 for the purpose of negotiating a renewal; and

WHEREAS, the parties agree that additional time is necessary to negotiate said renewal and desire to continue the terms of the First Amended Lease for an additional six month period:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The renewal term set forth in Paragraph 5 of the First Amended Lease and Paragraph 1 of the First Addendum to the First Amended Lease shall be extended for an additional six (6) month term commencing on December 1, 2014 and terminating on May 3, 2015 ("Second Amended Renewal Term").
2. For the balance of the Second Amended Renewal Term, if any, rent payable monthly in advance in equal monthly installments of Twenty-One Thousand Two Hundred Seventy-Eight (\$21,278) Dollars each.
3. All other terms and conditions set forth in the First Amended lease shall remain in full force and effect during the Second Amended Renewal Term.

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RESOLUTION NO.: 309 - 2014

OF

DECEMBER 15, 2014

**A RESOLUTION TO AUTHORIZE THE DISCONTINUANCE OF
TAX CERTIORARI PROCEEDINGS IN THE ORANGE COUNTY SUPREME COURT
BEARING ORANGE COUNTY INDEX NOS. 7560-2011, 6473-2012, 6365-2013
AND 5951-2014 INVOLVING CITY OF NEWBURGH WATER SUPPLY LOCATED IN
THE TOWN OF NEW WINDSOR**

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York, hereby authorizes the discontinuance of tax certiorari proceedings in the Orange County Supreme Court bearing Index Nos. 7560-2011, 6473-2012, 6365-2013 and 5951-2014 involving the City of Newburgh Water Supply located in the Town of New Windsor.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

RESOLUTION NO.: 310 - 2014

OF

DECEMBER 15, 2014

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM
WITH ALLSTATE INSURANCE COMPANY a/s/o CRAIG BEVIER
IN THE AMOUNT OF \$9,494.72**

WHEREAS, Allstate Insurance Company a/s/o Craig Bevier brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Nine Thousand Four Hundred Ninety-Four and 72/100 Dollars (\$9,494.72) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Allstate Insurance Company a/s/o Craig Bevier in the total amount of Nine Thousand Four Hundred Ninety-Four and 72/100 Dollars (\$9,494.72) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

PRESENTATIONS

A presentations was given by Deirdre Glenn and Peter Smith regarding a Land Trust Proposal.

A presentation by Edward Weinstein Architecture was given on the redesign of the Newburgh Landing Pier.

PUBLIC HEARING

Mayor Kennedy called for a continuation of a public hearing to hear public comment concerning a Local Law adding Chapter 276 entitled "Tobacco" to the Code of Ordinances in the City of Newburgh.

Janet Gianopoulos, City of Newburgh, said that a lot of points have already been put forth regarding this proposal and a lot of people have come forward saying that if we restrict our tobacco sales in the City of Newburgh then the business may go to the surrounding areas. In regard to our current ten million dollar sales tax revenue, what impact does the Council project if it does go ahead and pass this proposed legislation? There was also discussion about where people live such as the public officials and she wants to make sure that all of our current Elected Officials reside in the City of Newburgh because they are voting on something which may impact Sales Tax.

Christine Bello, City of Newburgh, said that this Tobacco Ordinance started about six months ago as a law to protect minors but has ended up being something that will do nothing for the minors and hurts the small business owners. They had to eliminate so much of the original law because of constitutional concerns and it is lawsuit waiting to happen. Now they have a watered down version of the law and the businesses within one thousand feet of the school that sell tobacco will still sell tobacco after this law because they will have to be grandfathered in. They have also raised the age to purchase tobacco to nineteen years old which won't change anything so the Council is just kidding themselves. They will just go outside of the City of Newburgh to purchase tobacco if they are inclined to do so. Her biggest concern with this law is that they are targeting certain small businesses that sell products that they are morally opposed to which is unfair. Those products are legal and they have the legal right to sell them. They are being hit with heavy duty fines and fees that are nothing more than a duplication of what they already have to pay to the State. She knows that the Council says that they are very supportive of the small businesses here in the City of Newburgh but as a small business owner here herself she feels that saying it and doing it are two different things. A perfect example is the fact that they sat with a special interest group over the past six or seven months to discuss the development of this law and when the New York Association of Convenient Stores asked to have a seat at the table to represent the taxpayers they were denied. They listened to the special interest groups with leaders who don't even live here in the City of Newburgh or pay taxes here. That's really sad because the City Council has a fiduciary responsibility to the taxpayers of this City as they are the guardian of taxpayer dollars. The New York State Association of Convenient Store owners only wanted to go over the legal ramifications of what is being considered but they didn't want to hear from them. They wanted to alert the City on the impact this will have on the businesses but they didn't want to hear it so what does that say to the rest of us who are business owners in this City? It says that the Council doesn't care about them because it is more important for them to appease a special interest group than to appease your taxpayers who are the people that support this City. Legislation like this is more than just bad it's a deterrent to growth. When you have perspective business owners on the outside looking in and they see things like this they take their business elsewhere because when people operate

a business they want to operate in peace. They don't want to be hammered with more fines and fees along with all types of constant regulations. She told the Council to do something to support the businesses not this. She added that the Council says that they support the youth here but they should ask the mothers who were here earlier who lost their children if they care whether their kids smoked a Marlboro. They just want their kids to be able to live and grow in a community that is safe and where they can walk without being shot. She told the Council to please reconsider what they are about to do.

Jim Williams said that he has been a volunteer at the City of Newburgh Waterfront since 2008. With the Tall Ships visiting the Waterfront since 2008 they estimate that they have had over fifty thousand visitors come through the Waterfront to see these ships. Newburgh is considered a destination Port by these ships and at this time he has talked with five of them to come to Newburgh next year. There will be a Tall Ship Festival on each coast this year and two of the ships he is currently speaking with have never been up the Hudson River before so this is an opportunity for us. We do need a new pier and he hopes that the Council agrees to build a first class pier not only for the Tall Ships but also for the people who enjoy fishing. He suggested that when the new pier is built that they take it out another thirty feet which will handle anything that wants to dock here. They are also talking to the United States Navy about coming next year so we have a need for a new Dock here. What is there now is an eyesore which needs to be torn down and a new one started as soon as possible. When the ships dock here they pay a fee so this is an opportunity because Newburgh is one of the most Historic areas in the Hudson Valley and if you talk about tourism they could put together many sites for people to visit here. When the Spanish Galeon was here a lot of people stopped by who were out apple picking in the Marlboro area. They also put hundreds of inner city kids on that Ship from Horizons on Hudson School free of charge which was an experience that they will never forget. He remembers when this City was an All American City back in 1952 and Vice President Nixon visited to make a speech. He said that we all have to start working together and if everyone can put their egos aside and leave them at the door we can accomplish this.

Mayor Kennedy reminded everyone that this is a Public Hearing regarding the Tobacco Ordinance.

Martin Colavito wanted to clarify that this legislation started as a matter of consideration four years ago with synthetic marijuana and paraphernalia being sold in stores. Numerous store owners were approached to consider the youth and move it away from the candy and bubble gum but when they did that they were met with the same type of push back that they are hearing now. People say that they have a right to do this and that but people also have a right to not have their children exposed to counterproductive products in stores. The evolution of this law was never non-inclusive because he walked the streets himself trying to include the business owners in this community to be part of the solution and to be collaborative in regard to the quality of life of the people in this City. This ended up as a matter of legislation because of products that are vehicles for substance abuse and this ended up being a tobacco issue because these products are labeled for tobacco use only. The last time he spoke he took out a crack pipe and stated that he has never seen anyone smoke tobacco from one of these products. If he is part of a special interest group because

he is concerned about the quality of life for the children, then he is guilty. This was never about anti-tobacco it is about having a person get to the point in his or her life where they can make a conscious decision as to whether or not they want to partake in a product whose end result is addiction, disease and death.

Dawn Wilkin, Team Newburgh, works with the kids here in the City of Newburgh on a daily basis so she hears their stories every day and they all say the same thing that it started with tobacco or alcohol which are both legal. The only thing that outweighs that is weed because the kids say that is easier for them to get than alcohol but that is another issue that needs to be addressed. Kids have told her that they are embarrassed to take their younger siblings into a store because they ask what the crack pipes are. You don't see this in the white middle-class neighborhoods because it is happening in the struggling urban communities which are being targeted by the tobacco companies. She doesn't care if you want to smoke when you are eighteen because that's your business but when the kids come to her and tell her that at the age of twelve they can go into a liquor store on Liberty Street and buy alcohol that's a problem. That they can go into a store and buy a single cigarette is also a problem. These are real issues and they did approach the business community about them but they just tore up their papers and told them to get out. She understands that they have a business to run but new businesses are not going to want to come here when they have to step over needles in the streets. These are quality of life issues and if we want a better future then we have to make a better future so we have to start somewhere. Someone has to give and we have to meet in the middle or we are just spinning our wheels. The drugs are tied to the gangs, violence, crimes, theft, teen pregnancy and dropping out of school. It is all related to substance abuse and where does it start? With tobacco and alcohol. This step is about protecting the kids and giving them a chance so that they can make those decisions. They talk with people and go into the neighborhoods that no one wants to go into and they ask questions because that is what it's about. Getting everyone's perspective not just one vantage point. She thanked the Council for their time.

Nadia Garcia, City of Newburgh, reminded everyone that this issue is about saving lives. Half of her family smokes and she misses them because she doesn't want to be around them. Is money more important than saving a life?

Michael Gabor, City of Newburgh, said that we have so many problems in this City and we have spent how many months on this? What is the motivation? How many other communities in New York State have passed a law like this? They haven't because they think that we are fools and that we are the first ones who are going to do something like this. Do you think that every other community in New York State doesn't care about their children? What's left of this law is not constitutional so now they are raising the age to nineteen and charging fees in addition to all of the other encumbrances they have to go through in this City. They just elevated the taxes on businesses higher than the residents yet in Poughkeepsie they did the exact opposite. Why is it that in this City things have to be so different? He thinks that they are foolish to even consider this. We are losing businesses here so let's look to see why this is happening and turn that around instead of talking about this petty stuff.

Bhajan Singh, 115 Lake Street, said that he spoke at the last public hearing and he feels that this will just create problems for the stores. If the City thinks that it can collect \$50,000.00 in taxes from a Gas Station that does not sell tobacco products, they are wrong. If this goes through many stores will leave and move out of the City and then the people will go there to shop. If you take the cigarettes away, they cannot make a profit and if they can't make a profit then they cannot stay. It's as simple as that.

Bachan Singh owns two gas stations here on Broadway and said that the lady who spoke earlier is not even from the City of Newburgh. She lives in New Windsor where they have seventeen Gas Stations that sell cigarettes and tobacco products. Here in the City of Newburgh we have only seven Gas Stations and they don't want to lose more over this because like his brother said if they can't make money then they will have to close.

Megan Dubois-O'Connor, Power Against Tobacco, thinks that the legislation they put forward tonight is a compromise by small businesses and the community. She noted that she is a New Windsor resident but she works for the entire County and she pays her taxes to the Newburgh Enlarged City School District. She wants to make sure that we make an environmental change so that our youth are not targeted by the Tobacco Companies through their marketing. She partnered with her friends at Team Newburgh because of the drug paraphernalia issue. The grandfathering was a compromise that they came to and she thinks that moving forward with one thousand feet will make an environmental change going forward. It is a small step but it is the right step in the right direction for the youth of our City. She holds a vested interest because she has a young child and she appreciates that they all came together and were able to make a change. For the New York State Tobacco Control Program their slogan is "*Saving Lives, Saving Dollars*" which is a way for them to reduce the amount of Medicaid and Medicare costs for people who suffer from tobacco use. Making that change as a youth makes a difference but they are being exposed to tobacco every day. The stores can sell these products legally but they don't have to do it in that manner so she offered an invitation to all of the small businesses to make those changes as a responsible community member.

Brenda McPhail, City of Newburgh, said a gentleman spoke earlier about not making a profit but they are making plenty of profit. All of the Gas Stations and Bodegas that we have here are related so they are making plenty of profit. They are getting richer while the people living here are getting poorer. People have been saying it's about the youth but if they want to make a better impact on the City of Newburgh get some businesses here that are going to benefit this community and stop allowing all of this drug paraphernalia that is going on. There are people selling drugs right in from of these Bodegas and the Police Department drives right by them without saying a word. They say that they are trying to clean up the City of Newburgh but they aren't trying to clean it up while they are allowing that kind of activity go on all day and all night long. She sees the youth out late at night and we can't even put a Curfew in place because we are afraid to tell people what time their kids should be in bed. These kids have no business being out after nine o'clock but we won't put a Curfew in place so they aren't trying to improve Newburgh they want it to stay just the way it is.

There being no further comments, Councilwoman Angelo moved and Councilwoman Abrams seconded that the Public Hearing be closed.

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7
CARRIED**

COUNCIL COMMENTS ON THE PUBLIC HEARING

Councilman Brown said that he thought it was important that they made some compromises to this law in terms of the legalities and pitfalls that the City may face with the backlash from the retailers. It was important to have that grandfather clause put in but it was also important for him to keep the one thousand feet rule in because he felt like that is what this law was originally about. Part of the compromise for him was to put these retailers on notice that if in fact they do sell to a minor any time after this law is passed, their license will be revoked for life. They need to ask for proper identification which is very important. He is not too sure if he is sold on raising the age limit to nineteen because what he feels is important is that the retailers do their due diligence to make sure that they are not selling to minors. He is in favor of most of the changes that were made but not the three hundred and fifty dollar fee. This is not a revenue generating thing for us to charge these retailers additional fees. This is about trying to protect the kids. Hopefully at the next Council Meeting they can make the changes that are needed to have a solid law to protect the kids within one thousand feet of these retailers without harming the current retailers.

Councilwoman Holmes asked Corporation Counsel, Michelle Kelson, if all parts of this law are preempted by New York State.

Corporation Counsel, Michelle Kelson said that this is an Ordinance that is consistent with State Law in areas where the State doesn't regulate and the localities are allowed to regulate. She added that we haven't discussed any fees so she does not know where that dollar amount is coming from.

Councilwoman Lee said that she thinks what is most important is that the people who were targeted to at least move the drug paraphernalia don't even come to these meetings. She knows the business owners who are in attendance tonight and she has never seen anything wrong in their stores. The greatest problem for her was on lower Broadway with drug paraphernalia sitting next to the candy. The reason she was sold on the idea is because time and time again they talked to them and the landlord has come to meetings to tell the Council all of things that they think they are doing wrong yet you walk into their stores and the candy is still sitting next to the drug paraphernalia and the windows are still covered with beer signs. At some point we have to stop looking like a cheesy, sleazy, motel and make some changes. She agrees with Councilman Brown that she is not sold on the idea of raising the age to nineteen and there certainly should not be a fee. She does, however, support the one thousand feet. The law abiding citizens have come to talk about the problems that they might have if we institute this law but not the people that they are targeting. We need to talk directly to the stores at the foot of Broadway. The people who sell the loose cigarettes and the people who have their windows plastered with beer signs. That is who we need to talk to but they only come to the meetings when the City is getting ready to clamp down on them. The City needs several stores that can stay open for twenty-four hours and she has suggested to some of them that this would be a good idea if they would clean the store up but it always looks like a dirty, filthy place with people standing out front selling drugs. She

doesn't care what they do to their store but nobody is going to come here if we don't clean up Broadway. That means making the drug dealers move, cleaning up these stores and letting these store owners know that they have to take the beer signs out of their windows. They want to cover their windows because they don't want anyone to see inside. There has to be some kind of working relationship and accountability so the other business owners should tell them that they are making it bad for everyone. This is a small city but their stores do not accommodate everyone so we need development and if we are getting ten million dollars in revenue from sales tax they do know that it does not come from the City of Newburgh. We are not paying our fair share. Those funds come from the Town and predominately from Woodbury and if New York State should become like New Jersey due to a Hurricane, we are all going to be in trouble so we have to clean this up and it has to be developed. We have to go hard and fast so that people understand that we mean business. Some of these stores don't even sell milk and they take Food Stamps for beer so this has to end. We really need to put some rules in place because there are many stores here and they look terrible. If the stores can't work with them then they will have to set rules that won't make anybody happy. She is willing to look at it another way but she is not willing to sacrifice the kids anymore so it is time to make some changes.

Mayor Kennedy said that a lot has been said here tonight and she has tried to meet with many of the retailers who wanted to meet with her so she has struggled with this. Councilwoman Lee is right that we have some people here that just don't care one way or the other. In terms of fees she asked Corporation Counsel, Michelle Kelson, because this whole thing started with the drug paraphernalia and that this is encouraging drug use in our young people so if we could find the right tool that says if the store gets rid of all of the paraphernalia then they don't have to pay the fee. Is that legal?

Corporation Counsel, Michelle Kelson shook her head "no" and said that is preempted in the General Business Law.

Mayor Kennedy said that the other thing they can do is strongly enforce our Codes. Another way to look at this is in order to get the license to sell they have to have all of the other Codes which means windows clear. This is more or less a lever to say clear out the windows or you can't have your license and if you already have your windows cleared then you shouldn't have a problem. For those who are not doing that this becomes a lever to use to get that to happen. In terms of managing fees, as Councilman Brown said this is not a money raising operation so it needs to be a reasonable fee but the fines for breaking the law is another issues. She is very open to figuring this out but they have to find a way to reduce the amount of drugs that are flowing through this City harming our children and we can't bring new business in to the City as long as this is going on.

There being no further comments this portion of the meeting was closed.

GENERAL COMMENTS FROM THE PUBLIC

Janet Gianopoulos, City of Newburgh, said regarding the one thousand foot rule she remembers that the Council removed legislation that imposed a one thousand foot rule regarding competition for businesses from local vendors. Regarding compliance with Codes and Health Department rules it seems to her that there must be something that the Orange County Department of Health can help us with regarding making sure that some of these small Bodega type stores are in compliance. With the health rules, she recalls that New York City has a type of blotter where you can read about it so you can question your use of that place. Someone commented at an earlier meeting that there are thirty people working in the Fire Department who are capable of looking at Codes but several weeks have gone by discussing this matter and they could have looked through those stores by now. She added that there was discussion at the Work Session about the one hundred fiftieth anniversary of the City of Newburgh Charter and she thinks it's important to look at what we are celebrating. We now have expanded bus lines but we still don't do a good enough job of letting people know what it is they can take a bus into Newburgh to shop for. What we have here in Newburgh includes Commodore Chocolatier, the Newburgh Brewing Company and Thornwillow Press. We also have Newburgh Authors, Artists and Mercantile as well as Newburgh Art Supply. There are Antiques and Restaurants where gift cards could be purchased as well as local honey and other foods. She thinks it's important that we look at what it is that we would be celebrating and how will they cut costs so that we are in line with the way that other cities of this size do with twelve to fifteen million dollars a year not nineteen plus two.

Roxie Royal, Farrington Street, said that she asked Mr. Peter Smith when he was doing his presentation about the Brownfield by the old junk yard that was cleaned up on the Waterfront. He talked about everything else in that area but he went around that and some of the things that he talked about elsewhere like Snake Hill and all of that stuff is not in the City of Newburgh. Half of it is in the City of Newburgh and the other half is in New Windsor. That little junk yard is in the City of Newburgh down by the river so she was really interested in that because every small city from Albany to New York City has a Park on their Waterfront. We look across the river at Beacon where they have a lovely Park on their Waterfront and we have nothing. We have a little mound down on the river that the public can use and the rest of it is privatized. We need to look at our own. She added that we are saying that the people we hire and work in the City of Newburgh have to live here and be residents but when we get a big job we go outside of the City and bring in Contractors from elsewhere to work. They don't hire our people who live here in the City and then when they make the money they go back to their hometowns and spend it and we are still left here with nothing. She thinks that these are some of the things that need to be looked at. Sometimes we need to look at who we hire and who they look at to come in and do the work in this City.

Kippy Boyle, 400 Grand Street, said that the Conservation Advisory Council has two requests. They would like to have a meeting with the City Manager and possibly Mr. Aber because they just found out that they will no longer have a secretary for the CAC starting in

January. No one sat down with them to discuss this and she doesn't know if this is happening to the other Boards but she is concentrating on theirs. They need to understand that last year they were willing to use a portion of their budget to hire a secretary who is not employed by the City and they were told that they were not allowed to do that so they did everything that they needed to do to have a secretary who works for the City and now they are being told that they can't do that either. They have a lot on their Agenda and the whole streamlining process with Pace University was meant to help our economic development and the processes for projects go smoothly so part of that was to have a secretary who interacts with department heads and other Boards. They have been left in the lurch so they really need to talk to the City Manager about that. Secondly, regarding the Newburgh Landing, she thanked Ms. Royal for her comments because that is exactly what they think. They would also like to schedule a meeting with the Engineering Department because they didn't even know about the Edward Weinstein Company. It was their understanding that the Engineering Department was going to have a more concentrated meeting with members from the former Waterfront Advisory Committee who were very knowledgeable about what was going on at the Waterfront. This included Mary McTamaney who was kind of the Gatekeeper for all of the stakeholder suggestions for what we needed at the Waterfront but from tonight's presentation it looks like they are starting over from scratch again. What a waste of time. We can cut through a lot of that and have a concentrated meeting with the Weinstein Group and the Engineering Department so that they will already know the initial things that were wanted and then when they come to a broader, general community group and show the whole community what they thought of then the community can make much more educated and informed input into the process. Those are the two things that the CAC would like to schedule as soon as possible.

There being no further comments this portion of the meeting was closed.

COUNCIL COMMENTS

Councilwoman Abrams said that tonight Newburgh took its place among all of the great cities in our Nation in hosting a wonderful demonstration on the part of very passionate and committed Newburgher's who feel that the City is not yet where it should be. They are protesting things as they are and protesting for things as they should be and if she hadn't taken an Oath of Office she said that she would have been with them. She wants to have a trail through the City of Newburgh beside our wonderful creek for roller skating, roller blading, skateboarding as well as walking, jogging, biking, hiking and picnicking. That is a wonderful idea and she intends to do all she can to make that happen with Quassaick Creek Trail. She added that she intends to vote for our very watered down Tobacco Ordinance. To her it doesn't have any real teeth but they had a chance to join the great movement for making twenty-one the minimum age for tobacco sales. At least this is a step forward by making it nineteen because that will keep it out of the High Schools so they cannot get their older brother to go buy it for them. She reminded everyone that Hanukkah starts tomorrow with our Festival of Lights so may we all bring a little bit of light into our lives and to everyone who celebrates Christmas she wished a very happy, healthy and productive 2015.

Councilwoman Angelo said that our Christmas tree will be lit on Wednesday night at 5:00 p.m. and Santa will be there with presents and candy canes. Hot chocolate and cookies will be served at the Bridge Church at 90 Broadway from 5:30 p.m. to 6:30 p.m. She said that they don't want to have a problem like they did last year when they went to Karpeles and they had Tropicana Punch and little cookies which she wasn't too happy with. She noted that the Salvation Army will also be there playing Christmas Carols as well as DMU Music and the Performing Arts Center will be there to dance. She said that the reason she didn't comment on the Tobacco resolution is because she is a little bit unsure about it. She knows that they are really pushing hard for this but right from the beginning she didn't feel like she was going to support it. She will probably be the only one so they will have enough support from the rest of the Council even if she votes no. She thanked everyone for coming and said it was an exciting evening.

Councilman Brown said that he respects the people's right to protest but there is a certain way that you should protest to make it effective and to get your point across and then initiate the change that you require through that protest. He can't say that the protest tonight really moved him to want to make the changes but he knows that there are changes that need to be made and he is willing to move toward those changes but he hates when people come to our Council Meetings and make a mockery of what we try to do here. That protest was targeted at the wrong legislators. He thinks that they should have been moving more towards the Federal side as opposed to this local body of government who doesn't have the power to change a Grand Jury testimony or the way Grand Juries are chosen. He does hear their point, however, and being born and raised here in the City of Newburgh he knows the plight of a young African American male. He has a young African American male who lives just outside of this City and he is concerned about when he is pulled over by a police officer and he tells him to always be kind and courteous. The protestors had a list of demands

and he wants to hear them but he wants to hear them in a different setting. If there is anything on that list that this Council can help them with he is certainly willing to try. He understands some of the things that they were speaking of but some of the other stuff he can't help them with. The Tobacco Law has been tough for this Council because they have been trying to pass a law that works for everyone. Initially he came up with some of the compromises that they needed to do and some of those compromises were thrown out because of legalities. He hopes that the retailers take it upon themselves to move towards what is right and make sure that they do their due diligence to identify the people who come into their stores to purchase tobacco because we don't want tobacco in the hands of minors. He has grown up in this City and he knows if you want to get your hands on tobacco no matter what your age is you can get it but the retailers should stick to what they know and make sure that they are not one of the people who are putting that tobacco into the hands of children. That is what's important to this Council. He wished a Happy Birthday to Councilwoman Holmes and he wished everyone a Happy Holiday. He said to his Freshman Council Members, *"You asked for it and you got it"*. He knows that their first year was lovely and it ended on a great note so he hopes that they come back next year the way they came in this year.

Councilwoman Holmes admitted that it has been a hell of a year and today it started out with a bang. She agrees with Councilman Brown that there is a way that you do things and a way that you don't. She agrees with a person's right to protest but the way that they did things today by shutting down the meeting was totally wrong and disrespectful. Not only to the Council but to the citizens and the constituents that came here to conduct and listen to a meeting and presentation. We had fifty football players from N.F.A. here tonight and Police Officers that were honored because of positive things. As Councilman Brown said sometimes you have to be careful what you ask for. In regard to the Tobacco, she cares about the kids and we don't want them to have all of the paraphernalia but we have to come to some kind of compromise and she doesn't know what that would be. Kippy Boyle asked about tangible accomplishments so she wanted to list a few: They secured a Security person and that the vendor would hire city residents. They had to find their own offices and get their own furniture because they didn't want to put anything else on the City with the new \$16,000.00 table. They implemented that five DPW workers were hired to clean up the snow and they got N.F.A. students to do internships in City Hall for their History and Government classes. They pursued the repairs on the Activity Center which they got done and she thanked Jason Morris, City Engineer. They also got the light at Martin Luther King Drive done. In Ward 4 there are a lot of clothing bins that people are putting drugs into, especially by Goldbacks where she lives, so they had those removed. They cleaned up a lot of areas with Codes in her Ward also with the abatement and tried to encourage more Ward 4 people to come to Council meetings. They attended a lot of zoning presentations and had Ward meetings. They met with Local 17 and tried to get jobs for City residents or initiate something to help them get jobs. They also created the Police Community Relations Advisory Board (PCRAB) and she thinks that with what happened here today that is something that needs to be initiated. They attempted to have a meeting with the Board of Education as a Council in collaboration with City government which they are still working on. They are working with the Land Bank and Best Resources to hopefully get some jobs. She, Chief Vatter and the N.F.A. Principal have been working on the Junior Firefighters

Program for the Seniors at N.F.A. They assisted with the recruitment of the Police when they had their Open House at the Activity Center. They submitted a Bill for the Police and dealing with people with mental disabilities that need help in this area. They had the Gun Buyback and recognized the Auxiliary Police and they went to visit the business owners on Route 32 who were affected with the bridge closing. They implemented and helped Regina Angelo get Jermaine Paul and Voices of Glory for the International Festival. They also helped the community when they wanted to do the I'm So Newburgh Festival and they are starting to work on the Greenhouse at Downing Park. They have a contractor that is coming from out of town but he is going to hire locally to do the work. She added that this was a heck of a Birthday and she wished everyone a Happy Kwanzaa, Happy Holidays and Happy Hanukkah. She thanked everyone for coming out tonight and for being so patient.

Councilwoman Lee said that she appreciated the Rally tonight. She wondered if it was going to get out of control but it didn't and she thinks that people need to protest at their level so she was very happy to see them stand up. She expected them to do just what they did and they did it in a very peaceful way. Finally they are standing up and whether they are right or wrong it's important that they stand. She said that she went to Monticello yesterday and the chant was, *"No Justice No Peace Black Lives Matter"*. Throughout the Country there are protests about the murder of young black men which impacts everyone. She said that she is going to craft a letter to the Governor demanding a special Prosecutor be appointed each time a Police Officer is involved in the murder of a person because she thinks that's important. She thinks it is unfair to have the District Attorney or the Police Department investigate one of their own. That's where she is on that issue and she was on News 12 talking about that very thing because there are far too many young black men just being shot and the fact that no one has been prosecuted is disturbing. The Medical Examiner said that the young man in Staten Island was murdered so how come the Police Officer wasn't prosecuted? She encouraged everyone to have a Happy Holiday and remember to not drink and drive because she wants to talk to them not about them.

Councilwoman Mejia said that it has definitely been an exciting year and she wanted to thank everyone for continuing to come to voice their opinions. She has one challenge for the news outlets present tonight which is tomorrow's Headline to be a full version of what's taken place here in the City of Newburgh. She would love to see Headlines that talk about the out of the box thinking that they are trying to create a Land Trust to preserve open space for future generations. She would hate to see the Headlines be about one aspect of what has taken place here tonight so that is her challenge for the Media. She noted that she stands for equal justice under the law for everyone and as a public official elected to represent her community she recognizes her unique responsibility for insuring that our law enforcement system values all lives, treats all residents fairly, protects everyone's safety, respects everyone's civil rights and liberties and promotes our shared human dignity. She reaffirms her commitment to advancing that vision for equal justice under the law. She recognizes that local government must take action but also that the Federal Government has a role to play in insuring that local government and local police forces are advancing these values. She wanted to thank our Police Force for the job that they do day in and day out. She added that besides today being Councilwoman Holmes' Birthday, this is life and until we move out of this City we are all in this boat together. She read some lines from E.E. Cummings and

said that we all have to carry each other when we see our neighbors illegally dumping trash on a vacant lot. Enough is enough. We have to carry each other when we see excessive use of force with impunity. Enough is enough. We have to carry each other when we seek economic development so that we don't have displacement. Enough is enough. We have to carry each other when our inner city schools are on the chopping block come another Budget season. Enough is enough. We need education and we have to carry each other because we are the root of the root and the bud of the bud and the sky of the sky in a tree called life in the City of Newburgh. She thanked everyone for coming and said that she is ready for 2015.

Mayor Kennedy said that we are finishing the end of the year and some really wise things have been said at this meeting tonight. Councilwoman Holmes gave a long list of things that they have worked on and there are a lot more besides that. The Council has been committed to change and it has been happening so fast that sometimes she thinks they are running around with their hair on fire. They are doing a lot at once and it has pushed every one of them to the limit. She told Councilwoman Mejia that she moved her to tears because she is right; enough is enough. There are so many things that they are working to change at once and make changes that the City has struggled with for decades. She said that she supports this Land Trust and to Ms. Royal who asked about the Consolidated Iron Site or Junkyard she told her that this Council is committed to doing something there for the public. It will not be sold for building a Hotel so trust them on that. They are working to do something there that will allow public access to the Waterfront. She added that she also supports people's rights to demonstrate and that there are ways to do that and to respect the process. When she said they would have a meeting and go through these demands they will on one condition which is to sit down and do it respectfully and orderly. That is the way to do it if you really want change to happen. They can't get anything decided or changed when everyone is yelling and talking all at once. We have to work our way through it together or we can't get it done. She reminded everyone about the Broadway tree lighting as Councilwoman Angelo has worked very hard on getting the perfect tree. She added that they are working on getting lapel cameras for the Police so that process is in place already and they are working on implementing the Police Community Relations Advisory Board which they have been working on for the past few months. It takes time to get these things done but they do hear that change has to be made in this City. They are trying to get those things done and put them in place but it takes time to do. They are working on getting a new Police Chief who has the skill on community policing because it is important that they get back into that process. She said that she agrees on the special Prosecutor and if you recall they asked for one with the last incident they had here. Every City Council signed for one and she is hearing now that that is actually being called for by Governor Cuomo and she wants to support that because it takes the heat out of things and makes it a fair process. In regard to the Tobacco she wants to do what is right for this City. We have to support our small businesses and we have to support the youth so we have to figure this out. She wished everyone a Merry Christmas, Happy Hanukkah and Happy Kwanza.

There being no further business to come before the Council the meeting adjourned at 11:00 P.M.

LORENE VITEK
CITY CLERK